TO all People to whom these Presents shall come, Greeting, Know Ye, That

I Thomas Doane of Chatham in the County of Barnstable and province of the Massachusetts Bay in New England Black Smith

For and in Consideration of the Sum of Twenty pounds Lawful money of New England to me in Hand before the ensealing hereof, well and truly paid by John Hawes of the same Town and County afore said yeoman

the Receipt whereof I do hereby acknowledge, and my self therewith fully satisfied and contented, and thereof, and of every Part and Parcel thereof, do exonerate acquit and discharge him the said John Hawes and his Heirs, Executors and Administrators for ever by these Presents: HAVE given, granted, bargained, sold, aliened, conveyed and confirmed; and by these Presents, do freely, fully and absolutely give, grant, bargain, sell, aliene, convey and confirm, unto him the said John Hawes and his Heirs and Assigns forever, All that my several parcels of Land here in Expressed viz one parcel situate in Chatham afore sd laying to the west ward of said John Hawes his Dwelling House ajoining to his House lot Bounded as followeth Begining at a Heap of Stones in the Ground at the north west corner of said John Hawes his Land and setts southerly by said Haweses Land and meadow until it Comes to the Cove thence setts westerly by the Cove until it Comes to sm Riders meadow and by his meadow to the upland and thence by said Riders Land as the fence stands until it Comes to the Land in the occupation of Samuel Hinkley and then setts Easterly to the first mention Bounds so as to take in all the Land and meadow that is Comprehended in a Deed from Thomas Parker of Falmouth and his wife to me well Executed and Dated the Tenth Day of July AD 1739 and also an other parcel of Land in the Town ship of Harwich the south precinct and is part of the Ninth Lot in the Division of the Land purchased of the Quasons or the southerly Feer or series of lots and is Bounded begining at the south west Corner bound of the said ninth lot and setts Easterly by the way until it Comes one Half of the Bredth of the said Lot to a stake and stone set in the Ground thence setts northerly through the middle of said Lot until it Comes to a pine tree marked Just half the way from said Cart way to the pond at the northerly End of sd Lot thence setts westerly a cross said Lot to the Dividing line between this ninth Lot and the tenth Lot & thence southerly in that range to the first mentioned Bounds by the Cart way

To Have and to Hold, the said granted and bargained Premises, with all the Appurtenances, Priviledges and Commodities to the same belonging, or in any wise appertaining, to him the said John Hawes and his Heirs and Assigns for ever: To his and their only proper Use, Benefit and Behoof forever.

And I the said Thomas Doane for my self my Heirs, Executors and Administrators, do covenant, promise and grant to and with the said John Hawes and his Heirs and Assigns, that before the ensealing hereof, I was the true, sole and lawful Owner of the above-bargained Premises, and am lawfully seized and possessed of the same in my own proper Right, as a good, perfect and absolute Estate of Inheritance in Fee-Simple: And have in me good Right, full Power and lawful Authority to grant, bargain, sell, convey and confirm said bargained Premises, in Manner as aforesaid: And that the said John Hawes and his Heirs and Assigns, shall and may, from Time to Time, and at all Times forever hereafter, by Force and Virtue of these Presents, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said demised and bargained Premises, with the Appurtenances, free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all Manner of former or other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Wills, Entails, Joyntures, Dowries, Judgments, Executions or Incumbrances of what Name or Nature soever, that might in any Measure or Degree obstruct or make void this present Deed.

Furthermore, I the said Thomas Doane for my self my Heirs, Executors and Administrators, do covenant and engage the above-demised Premises to him the said John Hawes and his Heirs and Assigns, against the lawful Claims or Demands of any Person or Persons whatsoever, for ever hereafter to warrant, secure and defend by these Presents. In witness whereof I the said Thomas Doane have hereunto set my hand and seal this 28th Day of January — In the Twenty fourth year of his majestys Reign AD one Thousand seven Hundred and Fifty

Signed Sealed and Delivered in the presence of

Mary Doane

Nehemiah Doane

Thomas Doane

Barnstable ss December 19th 1751 Then Thomas Doane above Named appeared & acknowledged ye Above Instrument to be his Act & Deed before me
Nath Stone Justice Peace

Recd Jan:ry 28th — 1752 And is Accordingly Recorded In the 23d Book folio 124 ——— pr Me Solomon Otis Regr

Mr Thomas Doane
To
Mr John Raines

.#2

KNOW all Men by these Presents, That Wee Stephen Smith of Liverpool in the province of Novescotia once Stephen Smith Junr of Chatham in the County of Barnstable and province of the Massachusetts Bay in New England yeoman and Mehetable Smith the wife of the said Stephen Smith

In Consideration of Thirty four pounds Lawful Money paid to us by John Hawes and James Rider both of Chatham in the County and Province afores^d yeomen that is to say seventeen pounds paid to us by s^d John Hawes and seventeen pounds paid to us by s^d James Rider

The Receipt whereof we — do hereby acknowledge, do hereby give, grant, sell and convey unto the said said John Hawes and the said James Rider and to their Respective

Heirs, Equally And to their Assigns for Ever All and Every part and parcel of Lands Meadows Buildings or Swamps that we Have in Chatham afores^d that is to say All which I s^d Stephen Bought of James Baker of Yarmouth in s^d County and Keziah Baker wife of s^d James Baker and is Contained in one Deed from them to me well Executed and Baring Date May the fifteenth 1757 Reference to s^d Deed being had for further Description And also all which I s^d Stephen Bought of Kelly Lumbert of Rochester in the County of Plymouth in s^d province and is Contained in one Deed from her to one well Executed and Baring Date May the Ninth 1759 — Reference to s^d Deed being had for further Descriptions and also all that I s^d Stephen Bought of Nathaniel Godfrey and Ebenezer Rider both of province town in the County of Barnstable & in the province afores^d and Hannah the wife of s^d Ebenezer and is Contained in one Deed from s^d Nathaniel Ebenezer and Hannah to me s^d Stephen well Executed and Baring Date May 25 = 1757 Reference to s^d Deed being had for further Descriptions — and further we the s^d Stephen Smith and Mehetable likewise Do sell and Convey as afores^d all that our Right Title property or Interest to all and Every part and parcel of the Real Estate that Did fall to or Doth any ways accrue to the s^d Mehetable by Decent from her Hon^d father Nathaniel Eldredge Deceased or from her Brother Jonathan Eldredge Deceased where Ever it is now Laid out or wherever it may here after happen to fall In any after Division that may Happen —

To Have and to Hold, the same to the said John Hawes and James Rider and their Respective

Heirs, to their only proper — Use and Behoof forever.

And we — do Covenant with the said John Hawes & James Rider and their —

Heirs and Assigns, That we are lawfully seized in Fee of the Premises. That they are free of all Incumbrances, That we — have good Right to sell and convey the same to the said John Hawes and James Rider and their Heirs and Assigns as afores^d —

And that we will warrant and defend the same to the said Grantees and their

Heirs and Assigns forever, against the lawful Claims and Demands of all Persons.

In Witness whereof We Stephen Smith and Mehetable Smith have here unto set our Hands & Seals this thirteenth Day of August In the first year of His Majestys Reign Anno Domini one thousand seven Hundred Sixty and one

Signed Sealed and Delivered in the presence of
Jno Doggett
Lumbert
Mary Godfrey

Stephen Smith

Her
Mehetable + Smith
Mark

On the 13 of Augst Anodomini 1761 Stephen & Mehetable Smith personally appeared before me and acknoledg'd the Above to be their Act and Deed
Jno Doggett Just Peace

Stephen Smith
to John Harvey &
James [illegible]

Rec'd, December 30th 1761. and is accordingly Recorded in the
27th Book, folio, 147 — pr me — Solomon Otis Regr

#3

Know all Men by these Presents

That I Ruth Eldredge of Chatham in the County of Barnstable and Province of the Massachusetts Bay in New England Widow or Relict to mr James Eldredge of the Same town and County Deceased Have for and in Consideration of the Sum of thirty Pounds Lawful Money paid to me By John Hawes and James Ryder Bothe of Chatham in the County of Barnstable and Province afforesd yeomens the Receipt thereof to full Content and Satisfation Do thereof and Every Part and Parcel there of aquit Exonerate and Discharge unto the afforesd John Hawes and James Ryder yeomans and have by these Presents fulley freely and Clearly and absolutly Given Granted bargained Sold alienated and Conveyed and Confairmed unto them the Said John Hawes and James Ryder their heirs and assigns for Ever to be Equaly Devided Between them all that my part or parcel of Land or Swamp Laying in Chatham afforesd Containing ten acres Be it more or Less and is Bounded as followeth Beginning at the Broock at the Norwest Corner of the Land that was Set of to Patiance Now Wife to mr Samuel Collins for her thirds of the Estate of mr Jonathan Eldredge Deceasd and so Easterly By that and the Land of mr Ebenezer Paine Junart untill it Comes to the Land that was Mr Nathaniel Nickerson Deceasd and thence Norterly By that Land untill it Comes to abroock in a Swompe th[illegible] Southerly as Said Broock Runs to the first Mentioned Bou[illegible] to Be under stood all the Land or Swamp that my Honoured father Joseph Higgens [illegible] Deceasd Bought of mr Joseph Stewart that Layeth to the Eastward of Said Broock which I hold By Birth or heirship

To Have and to Hold the Same to them the Said John Hawes and James and to their Respecttive Heirs and assings to be devided in Equal Prepotion for Ever here after to Warrant Secure and Defend and I the Said Ruth Eldredge for my Selfe and heirs Do Covenant with the Said John Hawes and James Ryder and their Respecttive heirs and assings that I was Lawfully Siezed of the Same in fee of the Premises and that they are free from all incombrances and the Said John Hawes and James Ryder and their Respecttive heirs and assigns Shall and may for Ever hereafter possess improve and Enjoy the Same as afforesd from the Lawful Clames and Demands of all Person whatsoever for Ever hereafter in Wittness Whereof I the Said Ruth Eldredge for my Selfe and heirs and assigns have here unto Set my hand and Seal this thirteenth Day of march Annodomini one thousand Seven hundred Sixty and two

Signed Sealled and Delivered in presents of us

Cyrenius Collins
Samuel Hinckley

her
Ruth + Eldredge
mark

Barnstable ss May 5th 1762 Then ye Within Named
Ruth Eldredg appeared before me the
Subscriber and acknowledged the
within written to be her act & Deed

Nathl Stone Justice Peace

Mrs Ruth Eldredge
to Mr John Howes Jr Dd

Recd Novr 25th 1762. And is Accordingly Recorded
In the 27th Book folio, 251 — pr me
Solomon Otis Regr

1/9d

4

Know all Men by these presents That I Bathsheba Godfrey of Chatham in the County of Barnstable widow woman in consideration of Five pounds Lawful money paid me by John Hawes of the same Town and County aforesaid Yeoman the Receipt whereof I do hereby acknowledge do hereby give grant sell and convey unto the said John Hawes and his Heirs & Assigns all that my several parcels of Land Situate Laying and being in Chatham aforesd containing by Estimation four Acres & a half be the same more or Less Bounded and Described as followeth, viz one parcel containing three Acres more or Less & is in partnership with the said John Hawes Thomas Godfrey and others and Layeth to the Eastward of the said Haweses Dwelling House on the Westerly side of the Cart way the other parcel of Land is containing an Acre and a half more or Less and Layeth to the northward or westward of the said Haweses Barn and is in partnership with the said John Hawes and it is one Eighth part of the said parcel in partnership in the first parcel it is to be understood that I do hereby sell one third part of the said parcel in partnership with Hawes Godfrey and others as aforesaid

To Have and to Hold the same with all the priviledges and appurtanances to the same belonging or in any ways Appertaining to him the said John Hawes and his Heirs and Assigns to their proper use and behoof for ever And I do Covenant with the said John Hawes and his Heirs and Assigns that I am lawfully seized in fee of the premises That they are free of all incumbrances that I have good Right to sell and Convey the same to the said John Hawes and his Heirs & Assigns to Hold as aforesaid And that I will Warrant and Defend the same to the said John Hawes and his Heirs & Assigns for Ever against the lawful Claims and Demands of all persons In witness whereof I the said Bathsheba Godfrey have hereto set my Hand and seal this 23 Day of June in the 8th year of His majestys Reign AD one thousand seven Hundred & sixty & Eight

Signed Sealed and Delivered
in the presence of

Samuel Chamberlin

Mary y Small

Bathsheba her x mark Godfrey

Barnstable ss on the first Day of august AD 1768
the with in named Bathsheba Godfrey acknowledged the
with in written to be her acte and deed be fore me
Chillingth Foster Justice of ye Peace

Recd March 29th 1769. and is Accordingly Recorded
In the 32nd Book folio, 101 — pr Me. Solomon Otis Reg.

Mrs Bathsheba Godfrey
To
Mr John Hawes

1/6

#5

Know all Men that whereas John Hawes Thomas Godfrey & Harding
Rider all of Chatham In the County of Barnstable In New England
Yeoman have and do hold In partnership a certain parcel of land
In Chatham aforesd and the said Hawes owned one half of sd par
cel and the said Godfrey one third and sd Rider one sixth and now
to the End and Intent that Each one and their Respective Heirs
and Assigns may hold and Enjoy their Respective parts and pro
portion In severalty forever they have mutually agreed and
Divided the premises as followeth viz first to said John Hawes
one parcel of Land and Swamp on the westerly part of said Lands bound
ed begining at the southerly Corner and sets Easterly by sd Haweses other
Lands about ten Lenghts of fence to a stake and stone thence Northwest
erly to the End of a point of Land that Runs down into the Swamp and so on
the same Course to said Haweses other Land or Range so all from this Range
Westerly to his other Lands And also to said Hawes another parcel of Land
and Swamp to the southward of his Dwelling House Bounded begining at a
stake and stone by the fence next the publick Road southeasterly from sd
Haweses House and Ranges westerly to a stake and stone by the side of the
Swamp and so Continuing the same Range thro the Swamp to the sd Hawes
es Range and from the Last Described Range all the Land and Swamp
northerly to said Haweses other Land and these two Described parcels to
the said Hawes and his Heirs and Assigns forever —

Secondly to the above sd Harding Rider for his sixth part a parcel of Land be
Laying adjoining on the Last parcel of Land Described to sd Hawes on the south
side and is bounded begining at a stake and stone set by the fence next the
aforementioned publick Road and sets westerly to a stake and stone
by the aforesd Swamp and so Continuing the same Range thro the sd
Swamp to sd Haweses Range so all from the last mentioned Range home
up to sd Haweses Range to the said Harding Rider and his Heirs and assigns for
ever —

Thirdly to the said Thomas Godfrey for his part all the Remainder of sd Divided
Lands from said Riders Land southerly and is Bounded southerly partly by sd
Haweses other Lands and partly by a Cart way that Leads from the aforesaid
publick Road to go to the meadows so all the last Described parcel of Land and
Swamp to the said Thomas Godfrey and his Heirs and assigns forever —
In witness whereof we have hereto set our Hands and Seals this nineteenth
Day of March A.D one thousand seven Hundred and Seventy

Signed sealed and Delivered
in presence of

Joseph Attwood
George Godfrey

John Hawes
Harding ryder
Thomas Godfrey

Barnstable ss

On the 17th day of October AD 1770 the Abovenamed John Hawes Harding Knowles & Thomas Godfrey all personally appeared before me the Subscriber one of his Majesties Justices of the Peace for the County aforesd & Acknowledged this Instrument to be their Act & Deed,

Dan. Gorham

Recd Decr 4th 1770. And is Accordingly Recorded in the 32nd Book folio, 256.

pr Me — Solomon Otis Regr

1/10

Deed John Hawes

Know all Men by these presents that I Samuel Harding of Chatham in the County of Barnstable within the province of the Massachusetts Bay in New England Mariner for consideration of the sum of Sixty and two pound Lawful money paid me by John Hawes of the same Town and County aforesaid yeoman the receipt whereof I do hereby acknowledge do hereby give grant sell and Convey unto the said John Hawes and his heirs All that my Dwelling House and Land in sd Chatham [illegible] on which sd House now Stands Containing by estimation [illegible] acres be it more or less it is Scituated and bounded as followeth viz Beginning at the Corner of the fence to the Eastward of sd House by the Cart way and Runs as the fence now stands betwixt this my land and the land that belongs to Thomas Godfrey & others about South [illegible] into a Swamp and [illegible] as the fence stands until it comes to the sd Haweses land in Swamp and then [illegible] by sd Haweses bounds to Silvanus Hardings land thence Northerly by his land as the fence stands to the Cart way thence by the said way to the first mentioned Corner

To Have and to Hold the same to the said John Hawes and his Heirs to their use and behoof for ever and I do Covenant with the said John Hawes and his Heirs and Assigns that I am lawfully seized in Fee of the premises that they are free of all Incumbrances that I have good Right to sell and Convey the same to the said John Hawes to Hold as aforesaid and that I will warrant and defend the same to the said John Hawes and his heirs and Assigns for Ever against the Lawful Claims and demands of all persons

And Sarah the wife of the said Samuel Harding for the abovesd Consideration doth hereby yield up and Relinquish to the said John Hawes and his Heirs & assign all her Right of Dower and power of thirds of in and unto the above granted and Bargained Premisses In Witness whereof the said Samuel Harding and his wife have hereunto set their Hands and Seals this Twenty third day of October in the 19th year of His Majesty's Reign A. D one thousand seven Hundred & forty and five —

Signed Sealed and Delivered
in the presence of

Samuel Harding

Joseph Hunter
[illegible]

Sarah Harding

Barnstable ss On the 27th day of Febry 17 by Saml Harding above Named personally appeared before me the subscriber one of his Majesties Justices of ye Peace for said County & acknowledged this Instrument to be his Act & Deed

Dal Gorham

[illegible]
Samuel Harris

Rec'd April 7th 1767. And is accordingly Recorded
in the 29th Book, folio, 267. pr Me
Solomon Otis Regr

157

Know all men by these presents that I
Thomas Hamilton of Chatham in yd County of Barnstable
Gent. for the Consideration of four pounds Eighteen
Shillings & four pence paid me by Josiah Ryder
of sd Chatham in sd County yeoman the receipt
whereof I do acknowledge and my self fully
Contented and paid do sell and Convey unto him
the said Josiah Ryder his heirs or assigns all that my
Right in a Certain parcell of Beach and meadow
Laying at Chatham Great Beach at a place Called
Hamblins point and the mercy Lott being one
Quarter of Each Lott Laying at the South west of
Beach Island Creek being the premises I bought
of Lieut. Habigail Fayse of Norwich in the Colony
of Conecticut To Have and to Hold the same
to the said Josiah Ryder his heirs or assigns for ever
and I do for my self & heirs Covenant with the sd
Josiah Ryder his heirs & assigns that before the Ensealing
hereof I am the sole and Lawfull owner of the
above Granted premises that they are free from
all Incumbrances & that I will warrant and Defend the
same to the sd Josiah Ryder or his heirs &c against
the Lawfull Claimes of all persons whatsoever
in witness whereunto I have set my hand & seal
this 10th Day of September AD 1766 Signed Sealed
and Delivered in presence of

Mercy young
Betty Ryde her mark
Seth Taylor
David Reaves

Thos Hamilton
Reuhamah her Hamilton mark

Simon McMillen
to
[illegible] Hyde

Know all men by these [illegible] that I Obed Freeman [illegible] his wife Fradame Freeman forth of Harwich in the County of Barnstable yeoman in Consideration of the sum of [illegible] [illegible] to us in hand paid before the ensealing hereof by Josiah Rider of Chatham in the County of Barnstable yeoman have given granted bargained and sold [illegible] by these presents give grant bargain sell [illegible] and [illegible] and [illegible] confirm and [illegible] unto him the said Josiah Rider his heirs and assigns for ever [illegible] three Quarters of a lot of meadow which was formerly Thomas Doans of Chatham now deseast and it is the Seventh Lot of meadow and it lays a joining to Da Bassets on the East sid and it is at Chatham Beach at a place Commonly Called Hamblens point [illegible] in the harwich purches

To have and to hold the said granted and Bargained premises to gether with all there appurtenances free of all Encumbrances whatsoever to him the said Josiah Rider his heirs and assigns as an absolute Estate of in heretance in fee Simple forever and the said Obed freeman and his wife Fradame for our Selves our heirs Executors and administrators do Covenant and in gage the above demised premises to him the said Josiah Rider his heirs and assigns against the lawfull Clames and Demands of aney parson or parsons whatsoever forever Hereafter to warrant secure and defend by these presents in witnes where of we do hereunto set our hand and seal this fortenth day of march Anno Domini one thousand seven Hundred Seventy Seven of our Lord and Saviour

Signed sealed and Delivered
in presence of
Isaac Freeman
Jesse Rogers

Obed Freeman
her
Fradama X Freeman
mark

Barnstable ss on the 17th day of Feby 1780
The abovenamed obed Freeman appeared and acknowleg.d the above written instrument to be his free act and Deed.

Before me Solomon Freeman Justice Peace

8/1

Deed : Free
Edw Freeman
Josiah Baker

Rec^d Novr 12 1783 and is recorded in the 39 Book of records for the County of Barnstable folio 95 and Examd. Attest Eben^r Bacon Reg^r

Know all men by these Presents

That we Thomas Harding and Paul Harding both of Chatham
in the County of Barnstable and State of the Massachusets Bay in New
England yeomen in consideration of one hundred pounds Lawful money to
us paid in hand by John Hawes and James hopkins both of Chatham in the
County afore Said in Equal halves the Receipt whereof we do acknowledge to
give grant Sell and convey unto them the sd John Hawes & James Hopkins their Equal
halves as afore Said all our Rights of woodland laying in Chatham that is to Say one quar
ter part of the Seventhteenth Lot of land containing by Estimation about Eight acors be it more
or Les to have and to hold the Same to the Said John Hawes and James Hopkins and their
heirs and asins to their Propper use and behoof forever and we do covenant
with the Said John Hawes and James hopkins and their heirs assings that we are
Lawfully Seized in fee of the Premises that thay are free of all
Incumbrances what Soever that we have good Right to Sell and conveay
the Same to the Said John Hawes and James Hopkins and their heirs to have and
to hold as aforesaid and that we will warrant and defend the Same to the Said
John Hawes and James Hopkins and their heirs and asines forever against the
Lawfull Clames of and Demands of all persons
Said Jonnah the wife of the ~~[illegible]~~ Said Thomas Harding and Elezebeth the wife
of the Above Said Paul Harding for the Above Consideration Doth
hereby yield up and surrender to the said John Hawes and James Hopkins and
their heirs and assines all their Rights of Dower and Power of Thurds of in and unto
the above Granted and Bargained Premisses in witness whereof we have here
unto Set our hands and Seals this Sixteenth Day November in the year of our
Lord one thousand Seven hundred and Seventy Nine in the third year of the independance
of Amenaca

Signed Sealed and Deliverd
in Presence of

Jonathan Phiney

his
Capt David + house
marke

Thomas Harding

her
Jeney + Harding
mark

Paul Harding

Her
Elezebeth
Harding +
mark

Dead for John Hawes
to James Hopkins

9

Know all Men By these presents that we Thomas Harding and Paul Harding Both of Chatham in the County of Barnstable in New England Mariners In Consideration of the Sum of Three pound Lawfull Money in hand paid us by John Hawes of Chatham in the County afore Said Mariners the Receipt whereof we Do acknowledge our Selves therewith fully Satisfied have Granted Sold and conveyed and by these presents Do Give Grant bargain Sell and Deliver unto him the Said John Hawes his heirs and assigns for Ever [illegible] our part of Scrub Land laying in Chatham afore Said it being a piece of Land that we Hold by the Last will and Testament of our Honoured father Amaziah Harding Deceased which we hold in partnership with Amaziah Harding and others and is undevided it is to be under Stood that what we Mean to Sell is three Quarters of one half of the Seventeenth Lot of Scrub Land in Chatham or all our Right in Said Lot containing by Estimation Eight Score be it More or less

To Have and to Hold the Same to the Said John Hawes and his heirs to his and their own proper use and behoof for Ever and we Do [illegible] [illegible] fully Seized in Fee of the premises that they are free of all Incumbrances that we have Good Right to Sell and conveay the Same to the Said John Hawes and to his heirs and Assigns to hold as afore Said and that we will warrent and Defend the Same to the Said John Hawes and his heirs and Assigns forever against the lawful Claims and Demands of all persons whatsoever In witness whereof the Said Thomas and Paul Harding and Fenge and Elezibeth Harding their wives have hereunto Set [illegible] hands and Seals this fourth Day of Novem-ber in the year of our Lord one Thousand Seven Hundred and Seventy Eight and in the Second year of the Independence of America.

Signed Sealed and Delivered
in Presence of

Jonathan Phiney

Daniel his + mark Howes

Thomas Harding

Feney her + mark Harding

Paul Harding

Elezebeth her + mark Harding

Barnstable ss. On the 6th Day of November A.D. 1778
Thomas Harding & Paul Harding [illegible] personally appeared and acknowledged the above written Instrument to be their Act and Deed before me -

[illegible] Justice of the Peace

978 53 [illegible]

due in the [illegible]

3037 1
3018 57
18 50

97 78
169 48
267 26

771.11
267.26
403 85

[illegible] and [illegible]

498

[illegible] March 12th 1795 and is Recorded in the 18th Book of Records for the County of Barnstable Folio 135 and Comp^d p^r Eben^r Bacon Reg^r

An acco.t Taken By Ebenezar Snow mate of the Schoner Drake on a voige to North Carolina Joshua Eldredge master In april 1778 - - - - - -
all the Iron ware Taken on board Said Schoner Drake at plymoth was actually Sold and Delivered By Capt.n Joshua Eldrege at Chatham Nantucket & Carrolina and two thousand and Two Hundred weight of old Junk was sold at Carrolina at one Shilling the pound By the freight of 36: hogsheads tobacco from Newburn to ocracock Bar at Eight pound pr. Hogshead - -

Ebenezer Snow

Barnstable ss on the 16.th day of Feb.y 1779
the above Named Ebenezar Snow apear.d & made Solemn oath to the truth of the above account By him Subscrib.d

Before me Solomon Freeman Justice peace
for the County of Barnstable

J. Freeman.
Autograph

Know all Men by these Presents that I Elisha Eldredge
Junr. of Chatham In the County of Barnstable In New England
yeoman in Consideration of the Sum of Eight Pounds Lawful money in
hand paid me by John Hawes of the Same Chatham afore Said Yeoman
the Receipt whereof I do acknowledge and my Self therewith fully
Satisfied have Granted bargained and Sold and by these Presents do
Grant Bargain Sell and Deliver unto him the Said John Hawes
and his Heirs and Assigns for Ever a certain Piece of clear and
Rough Land Laying in Chatham afore Said it Laying to the Northing
ward of the Country Rode that goes by John Hawes Dwelling
house in Chatham Being butted and Bounded as followeth
Begining at a Stake and Stone by Rode and from thence
Runing Notherly by the Land of Amos Harding till it comes
to a Stake and Stone from thence Westerly on a Strate Loyn
till it comes to a ditch and from thence Runing as the ditch Runs
Notherly till it comes to the way that comes acrost from
Josiar Ryders into the country Rode and from thence Runing
Westerly by that way till it comes to the Country Rode and
from thence Runing Esterly by the country Rode till it comes to
the first mentioned Bounds Containing aboute Seven Acors be it
Less

To Have and to Hold the Same to the Said John Hawes and his heirs to his
and their own Proper use and Behoof for Ever and I do covenant
with the Said John Hawes and his heirs and Assigns that I am lawfully
Seized in Fee of the Premises that they are free of all Incumbrances
that I have good Rite to Sell and Convey the Same to the Said John
Hawes and to his heirs and Assigns to hold as afore Said and that I will
warrant and defend the Same to the Said John Hawes and his heirs and
Assigns forever against the Lawful clams and Demands of all Persons
and Betty the wife of the above Said Elisha Eldredge Jr for the above
consideration doth hereby yeald up and Surrender to the above
Said John Hawes and his heirs and Assigns all her Right of Dower and
Power of thirds of in and unto the above Granted Premises In witness
where of the Said Elisha Eldrege Jr Betty his wife have Set their
Hands and Seals this twentythird day of Aprel AD one thousand Seven
hundred and Eighty Four

Elisha Eldredg Jr

Signed Sealed and Deliverd
in Presance of

Elijah Loveland
Mary her X mark Lovelan

Elesabeth Eldredg

Barnttable ss on the 5th Day of May AD 1784

Personally appeared the Within Named
Elisha Eldredg and acknowledged the within
Written Instrument to be his free and Deed

Before Me Joseph Doane Justice Peace

Rec^d May 14th 1784 and is Recorded in the 47th Book of
Records for the County of Barnstable Folio 109 and Compared -
Attest Eben^r Bacon Reg^r

Elisha Eldridge Jr
to
Jonas Howard

Duty & Fees 2/6

Chattham January 31st 1791 then Agreed With Mr
Melford Flower to buil him a house. to do all the
Carpenter Work and all the Maison Work.
Only Mr Flower is to find a man to tend the
maison While Doing all the brick Work
for the Sum of £22"0"0

febuary the 1st 1791 then agreed With Mr Zenath
Nickerson to build his house to do all
the Carpenter Work. to plaster all the Walls
of the house and to build half the Chimneys
he find in a man to tend the maison:
for the Sum of £16"10"0

Agreement With
Lloyd & Nickerson
~~& Others~~ Building their
house

In the name of God amen. I Abner Hersey of Barnstable in the County of Barnstable and Commonwealth of Massachusetts, Physician, being of sound and disposing mind and memory do make this my last will and testament. And first I commend my Soul to the Mercy of God through Jesus Christ and my body to a decent burial at the discretion of my Executors hereafter named. And as to that worldly Estate it hath pleased God to bless me with I give, devise and dispose thereof as follows.

Imprimis My will is that my just Debts the charges of my funeral and settling my Estate be first paid out of my personal and mixed Estate by my Executors hereafter named.

Item I give and bequeath to my beloved Wife Hannah the use and improvement of all my Real Estate of every kind nature & sort whatsoever or wheresoever the same may or shall be, with this special restriction that she shall not suffer more than two Crops in the term of twelve years to be taken off said Real Estate and that she cut no more wood off said Estate than what is sufficient for her own firing and fencing the said Estate provided she cannot procure fencing stuff otherwise, during the term of her natural Life.

Item After my just Debts, the Legacies to the University in Cambridge hereafter mentioned, the charges of my funeral and settling my Estate are paid out of my personal and mixed Estate I give and bequeath to my said wife Hannah the use and improvement of what remains thereof to her during her natural Life.

Item I give and bequeath the sum of Five hundred pounds lawful money to and for the sole use and benefit and for the encouragement and support of a Professor of Physic and Surgery at the University in Cambridge in the County of Middlesex and Commonwealth of Massachusetts or any other Town or County in said Commonwealth where such Professor shall be appointed to reside - the one moiety or half part thereof to be paid by my Executors hereafter named in four years after my decease and the remaining moiety or half part thereof to be paid by my Executors hereafter named after the decease of my said Wife Hannah - to such person or persons as shall be appointed to receive the same

Item

Item I give and bequeath to the University in Cambridge aforesaid Ten books of Bishop Butler's Analogy of Natural and Revealed Religion to the Constitution and Course of Nature — Ten Books containing Bishop Butler's fifteen Sermons preached at Rolls Chapel with the addition of Six Sermons preached on public occasions Six Books written by the late Revd. Henry Grove on the Lord's Supper and three setts of Doctor Evans's Sermons on the christian temper, and it is my will and I do hereby order that my Executors hereafter named, purchase the abovementioned Books and present them to the Librarian of the University aforesaid for the time being to be deposited in the Library of the said University.

Item I do hereby give bequeath and devise all the residue of my Real, personal and mixed Estate of every kind sort name or nature whatsoever in the Town of Barnstable or elsewhere, after my said wife Hannah's decease, to the Congregational Church in the East precinct in Barnstable, to the Congregational Church in the West precinct in Barnstable, to the Congregational Church in Sandwich, to the Congregational Church in Falmouth, to the Congregational Church in the West precinct in Yarmouth, to the Congregational Church in the East precinct in Yarmouth, to the Congregational Church in the North precinct in Harwich, to the Congregational Church in the South precinct in Harwich, to the Congregational Church in Chatham, to the Congregational Church in the South precinct in Eastham, to the Congregational Church in the North precinct in Eastham, to the Congregational Church in Wellfleet and to the Congregational Church in Truro to enter into possession after my said Wife Hannah's term for life be ended to have and to hold the same with all privileges and appurtenances thereunto belonging to the said East and West Churches in Barnstable the Church in Sandwich, the Church in Falmouth, the West and East Churches in Yarmouth, the North and South Churches in Harwich, the Church in Chatham, the South and North Churches in Eastham, the Church in Wellfleet and the Church in Truro forever in the proportion and to and for the uses and purposes hereafter mentioned and directed in this my last will and

Deacons Church
Chatham

Barnstable ss. 2d. Tuesday March AD. 1795
By the Honble Daniel Davis esqr. Judge of the Probates of Wills &c for the County of Barnsta-ble. Ordered that each of the Churches mentioned in Doctor Herseys Will be furnished with a Copy of the same for the Government of their conduct respecting the same and that the same be sent to the respective Deacons. ———

Daniel Davis

To all People to whom these Presents Shall come,
Whereas I John Harding Administrator upon the Estate of My Honoured Father Silvanus Harding late of Chatham in the County of Barnstable now Deceased, By an order of the Court of Common Pleas for the Said county of Barnstable which was begun and holden at Barnstable in Said county on the first Tuesday of November A.D. 1787, was licenced to make Sale of the real Estate of Said Deceased For the payment of his Just Debts and incidental charges.
Therefore Know ye that I the Said John Harding Administrator as afore Said as well by virtue of the power and authority to me given as afore Said as in consideration of the Sum of Sixty-Six Dollars, Paid me by John Hawes of the Same Chatham afore Said yeoman the Receipt whereof I do hereby acknowledge, do hereby in Said capacity Grant, Bargain, Sell convey and confirm unto him the Said John Hawes his heirs and assigns forever. all and Singular that was my Honored Father's Silvanus Harding Deceased Rights in and to a flatt of Meadow or Sedge ground. that is to Say three Eights of Said flat in Chatham afore Said laying in a Cove called the cockle cove. which the Said Deceased held in partnership with the Said John Hawes.
To have and to hold the Same with all the privileges and appurtenances thereof to him the Said John Hawes his heirs and assigns forever. And I do Hereby in the capacity afore Said, covenant with the Said John Hawes His heirs and assigns. that the Said Silvanus Harding Died Seized of the premises. that I was duly licenced by Said Court to make Sale of the premises and that it was necessary the Same Should be Sold for the purposes aforesaid that previous to the intended Sale I have governed my self according to the Direction of the law in Such cases made and provided; and the Said John Hawes offered most for the Said premises. and the Same was there upon Struck off to him for the Sum afore Said at a public vendue, held at the House of the widow Hannah Knowles in Chatham afore Said on the Eighth Day of January A.D. 1798. &c. And I do further in the capacity afore Said. covenant to and with the Said John Hawes his heirs and assigns that the premises are free of all Incumbrances; and that I will warrant Secure and defend the Same to him the Said John Hawes his heirs and assigns forever. against the Lawful claims and Demands of all persons.
In witness whereof I have hereunto Set my Hand and Seal the Sixth Day of February Anno Domini, 1798,

Signed Sealed and Delivered }
In presents of us — — }

John Harding

Joseph Doane
Elisha Doane

Barnstable Ss February 8th 1798
Then personally appeared the above named John Harding and acknowledged the above written by him subscribed to be his free deed
Before Joseph Doane Just. Peace

A Deed from Capt.
John Harding to —
— John Hawes
Paid

$\frac{60}{100}$

Rec.d February 20th 1798 and is Recorded in
the 51th Book of Records for the County of Barnstable
Folio 24 and Compared

Attest Eben.r Bacon Register

KNOW all Men by these Presents, 16

That I Enoch Ryder of South Hampton on Long Island in the State of New York attorney for Priscilla Ryder of the same town of South hampton singel woman

in Consideration of Forty Seven Dollars twenty five Cents paid by Doan John Hawes of Chatham in the County of Barnstable State of Massachusetts

the Receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Doan John Hawes his heirs a Certain piece of upland and Swamp Situated in the township of Chatham afore said Bounded as followeth first beginning at the South East Corner of said piece of land and Swamp a Stake and Stones set in the Range of the said Johns other land from thence westerly untill it Comes to the land belonging to the Heirs of the widdow [illegible] Deceased from thence Northeasterly as the fence now stands in the Range of the said heirs and Solomon Harding and Stephen Eldredge to a Corner of the fence now stands then Easterly as the fence now stands in the Range of the said Stephens untill it Comes to the Range of the said Johns other land then Southerly as the fence now stand in the said Johns Range to the first mentioned Bound the said piece Containing Nine acres or there abouts with all the priviliges unto the same afore said premises belonging

TO HAVE AND TO HOLD the afore-granted Premises to the said John Hawes His Heirs and Assigns, to his & Their Use and Behoof forever.
AND I do covenant with the said John Hawes his Heirs and Assigns, That I am lawfully seized in Fee of the afore-granted Premises; That they are free of all Incumbrances; That I have good Right to sell and convey the same to the said John Hawes that is to say in my said capasity
AND that I will warrant and defend the same Premises to the said John Hawes his Heirs and Assigns, forever, against the lawful Claims and Demands of all Persons.
In Witness whereof, I the said Enoch Ryder

have hereunto set my Hand and Seal this Seventeenth Day of September in the Year of our Lord *One thousand* ~~seven~~ Eight *hundred and* ~~ninety~~ one

Signed, sealed, and delivered in Presence of us,

Joseph Doane

Joseph Young

Enoch Ryder

Barnstable ss. September the 17th 1801 *THEN the above-named* Enoch Ryder appeared and *acknowledged the above Instrument to be* his *free Act and Deed—before me,* Joseph Doane *Justice of the Peace.*

16

Enoch Ryder
to
John Barnes

Received November 5th 1807 and is Recorded in the 56th Book of Records for the County of Barnstable folio 110 and Compared

Register

This Indenture Witnesseth that we Elijah Smith and John Hawes Selectmen and overseers of the poor of the Town of Chatham in the county of Barnstable, by and with the assent of Two of the Justices of the peace for said county, have put and by these presents do put and Bind Isaiah Young minor of said Chatham he being one of the poor, Indigent Children who hath no parrents or Guardian to take care of him to Prince Young Cordwinder of said Chatham afore said with him the said prince Young to Dwell and after the Manner of an apprintice to Serve him the said prince Young and his heirs &c. from the Day of the Date hereof untill he the said apprintice shall arrive to the age of Twenty and one years, which Time will Expire the Thirteenth Day of May A.D. one thousand Eight Hundred and Seven During all which Term the said Isaiah Young his said Master &c. faithfully shall serve, his Secrets keep his just and Reasonable commands Readily obey and not absent himself from his said Masters Service at any time by Night or day without his leave or consent he shall not waste his masters Goods nor lend them unlawfully to any he shall not haunt Taverns nor Alehouses, at Cards Dice or any other unlawful Game he shall not play whereby his said master may be Damiaged but in all things, love &c. behave towards his said master and all his as a good and Honest Apprintice ought to do During all the afore said Term, — and the said prince Young for himself his heirs &c. In consideration thereof Doth covenant and promis that he will Take care of procure and provide for said Apprintice suatable &c. Suffitient Diate Drink clothing washing and lodging proper and Suffitient for such an Apprentice both in sickness &c. health During all the afore said Term, and that he will Teach and cause to be Taught the said Apprentice in Reading the English Bible (So that he can Read it well) and also to write &c. Cypher So far as is needfull for common business.

To put out
Do put and bind [illegible]
To put and Bind [illegible] young
one of the poor and indigent
Know all Men by these pre
Samuel Stephen

This Indenture Witnesseth

May 2. 1806 The amount of Board & Shingles had of David Ryder	$148:95 cts.	
for 38½ lb. of Double tens of capt. Joseph Young a —	$ – 4:77	
for 567 feet of Joice had of Caleb Nickerson & Benj. L. Dunbar wife a	$ – 6:89	
for brads. white lead. whitten. latches ~~had of Micajah Howes a~~	$ – 5:69	
for 1½ Thousand of Shingles and Hinges Shingle nails and Board nails had of Lig Sears a	$ – 16:74	
for Hinges hook & Staples and nails and chimney Irons had of paul Mayo a	$ – 6:33	189:31
for 2 Thousand of Shingles and Hinges and latches had of Salathiel Nickerson a	$ – 8: – 9	
for 251 Squares of Glass a $10:22 cts; 2 cask of lime a $4:92 cts —	$ – 15:14	
for Iron for Mantle trees a $3:50 cts: one Thousand of Bricks a $8:50 cts	$ – 12:00	
for Nathaniel Bassett work 9 Days a 7/6 per Day to Bassett board a comes to —	$ – 3 – 11:25	
for 769 feet of Timber and 4 Gallons of Tar ~~had of Josiah Ryder~~ a	$ – 31:76	81:34
for carting Ten loads of Boards a $17: for 5 load of shingles a $3:50	$ – 20:50	
for carting 4 Thousand Bricks and Scow hire a —	$ – 7:50	
for carting Joice 2 load a $2: for 10 loads of Sand & Stones a $4: –	$ – 6: —	
for carting Stones Bricks from old House a $4: three load of clay a 75	$ – 4:75	
for carting Timber a $3: To Sears board 4½ weeks a $2 per week	$ – 12	57:75
for Bassets board 11 weeks and 1 Days a $2 per week comes to	$ – 22:33	
To Mulford Howes for canvis —	$ 6:85	
for 17 Sleepers at $8 – for carting Sleeper a $3:50 cts —	$ 11:50	
for old boards 3000 feet a $8 per Thousand comes to —	$ 24:00	
for 6 window frames & Sashes with the glass set in them a —	$ 12	
for Bearses work 57 Days a $1 per Day —	$ 57	$ cts. 133:68
for Bassets work 67 Days a 5s per Day comes to —	$ 55:83	
for carting 4 cask of lime a —	$ – 2; —	
for 6 Thousands of Bricks a $9 Dollars per Thousd	$ – 54	111:83
To John Emery for 43 Days a $1: per Day —	$ 43	
To bord at 10 shillings per week —	$ – 12	
To Stephens Emery Bord a $2: per week —	$ – 18	73 – 0
To 20 Cedar Rails a —	$ – 2	$646:87
To Nails —	$ 1	163:84
To lending Masons and carpenters a —	$ – 12	$810:71
		2
		1
		12

February 12th 1809 then Settled in Regard to building The House and found it to amount to Eight Hundred and Twenty five Dollars Seventy one cents. — $825:71

412:85
415:69

Samuel Hawes has paid towards his half $365:76 cts.
Due from me to Samuel Hawes — $2:84

Feb 13th 1819 then Received of Samuel Hawes toward his half of Said House the Sum of — $ 49:93

$415:69

Bill of Cost of House

	81	
	70	120
	151	151
28	27	251
5	6	
140	162	
	140	
	302	
	56	
June 1840	358	

Nehemiah Doane
Do for 27 lb Veal

Chatham

Know all Men by these Presents,

Whereas I Samuel Hawes of Chatham County of Barnstable and State Massechusetts administrator of the Estate of Ebenezar nickerson deceased late of Chatham County and State aforesaid by an order of the Court of probate begun and held at Barnstable within the County of Barnstable on the Eighth of Febuary last past 2001 licensed and empowered to sell and pass deeds to convey two thirds the real estate of the said Ebenezar nickerson deceased late Chatham [illegible] for the purpose of paying Dept and Charges of administration and whereas I the said Samuel Hawes - having given public notice of the intended sale, by first giving thirty days Publick notice of the intended sale at the Store of Warren Rogers in Chatham and B. F. Eldridge in Harwich & Seth Sparrow Jr in orleans and having first taken the oath by law, in such cases required, did on the fourteenth day of april Eighteen Hundred and Forty Eight pursuant to the license and notice aforesaid, did sell by public auction at the residence of the late Ebenezar nickerson of Chatham two thirds of the house two thirds the Barns about Four acres of land and meadow being two thirds the real estate of the said Ebenezar nickerson deceased herein after described, to John Hawes of Chatham County of Barnstable and State of massechusetts mariner for the sum of Three Hundred & Forty Five Dollars he being the highest bidder therefor. as follows to wit

Now therefore, know ye, That I the said Samuel Hawes administrator by virtue of the power and authority in me vested as aforesaid, and in consideration of the aforesaid sum of three Hundred and Forty Five Dollars to me - - paid by the said John Hawes of Chatham the receipt whereof, I do hereby acknowledge, do hereby give, grant, sell and convey unto him the said John Hawes and his heirs and assigns forever

A Certin lot of Land and Buildings bounded and described as follows Begining at a Stake and Stone by the yard to the East of the House thence westerly through the middle of the house to a Stake by the yard thence northerly by the yard to the Corner thence by the front of the Barn to the barn door thence through the barn to a Stake and Stone to the north of the barn thence Easterly as the Fence now Stands to the rode thence northerly to a Corner near Gilbert Ryder house thence westerly as the Fence now Stands to James Hawes Corner thence Southerly in James Hawes range to County rode thence Easterly the rode to a Stake near the South East Corner of Said House thence northerly to the first mentiond bound Containing Four acres of land be the Same more or less together with the Front part of Said Dwilling house Front room Front Entrey and Chamber over the Same and priveliges to the oven & Seller & Stare way to the Chamber also the west half of the barn also one peice of medow to Cockele Cove So Called in Common with Samuel Hawes and Leanus Hawes also the right of reversion in the widows thirds wich was Sold at the Same time and place the above Consideration Covering the whole

To have and to hold the afore-granted Premises, with all the privileges and appurtenances to the same belonging to him the said John Hawes and his Heirs and Assigns, to his use and behoof forever. And I the said Samuel Hawes administrator for my Heirs, Executors and Administrators, do hereby covenant with the said John Hawes and his - Heirs and Assigns, that in pursuance of the license aforesaid, that I gave public notice of the said intended sale, thirty Days in three towns as above - - -

and that I took the oath by law required, previous to said sale.

In witness whereof, I the said Samuel Hawes in my Capacity have hereunto set my hand and seal this fourteenth day of april in the year of our Lord one thousand eight hundred and Eight

Signed, sealed and delivered, in presence of us.

Warren Rogers

Esther S Hawes

Sam Hawes
administrator

Barnstable ss. april 14th A. D. 1848. Then personally appeared the above-named - Samuel Hawes - - and acknowledged the foregoing Instrument to be his free act and deed.

Before me,

Warren Rogers { Justice of the Peace.

Deed from
Samuel Hawes
administrator
To
John Hawes

KNOW all Men by these Presents,

That we James Nickerson & his wife Jesire of [illegible] Joseph Small and his wife [illegible] of Falmouth Jeremiah Walker & his wife Lydia Elijah Small [illegible] Phillips & his wife Dorothy Eldridge & his wife Sally & Phebe Nickerson all of [illegible] and Samuel Tripp

in Consideration of Thirty two dollars & thirty three cents

to us paid by John Hawes of Chatham in the County of Barnstable

the Receipt whereof We do hereby acknowledge, have remised, released, and forever quit-claimed, and do, for our selves and our Heirs, by these Presents, remise, release, and forever quit-claim unto the said John Hawes & his Heirs and Assigns, forever the One half part of the right title & interest that We have in or unto that part of the Real estate of Jonathan Eldridge late of Chatham deceased that was set off to his widow Patience as her right of dower it being the right that fell to us by Bethiah Godfrey deceased & it being that half of our said right that was purchased & improved by John Hawes and consists of cleared land & meadow

To HAVE and to HOLD the afore-mentioned Premises, with all the Privileges and Appurtenances thereunto belonging, to him the said John Hawes & [his] Heirs and Assigns forever; so that neither We the said Grantors nor our Heirs, or any other Person or Persons claiming from or under us or them, or in the Name, Right or Stead of us or them, shall or will, by any Way or Means, have, claim, or demand any Right or Title to the aforesaid Premises, or their Appurtenances, or to any Part or Parcel thereof, forever.

In Witness whereof, We the said Grantors have hereunto set our Hands and Seal this twenty fifth Day of March in the Year of our Lord *One thousand eight hundred and* Eleven

Signed, sealed, and delivered, in Presence of us,

Seth Brooks
Ebenr Brooks

James Nickerson Junior
Jeremiah Walker her + mark Nickerson
Anna her X mark Cohoon
Mary her + mark Small
Lydia her + mark Walker
Tabithy her + mark Buck
Dorothy Phillips
[illegible]
Sally Brooks
Mehitable Nickerson
William Tripp
Elijah Small
Samuel Tripp
Phebe Nickerson

ss. 18 . Then the above-named acknowledged the above Instrument to be free Act and Deed—before me, *Just. of Peace.*

Barnstable ss. Rec^d April 22^d. 1813 and is Recorded in the 70 Book of Records for the County of Barnstable folio 207 and is Compared viz

Attest Job C. Davis Register

Barnstable ss March 25th 1811 Then the within named James & Keziah Nickerson, Mercy Small, Jeremiah and Lydia Walker, Elijah Small, Dorothy Phillips, Obed & Sally Brooks, Phebe Nickerson & Samuel Knapp personally appeared & acknowledged the within written instrument by them subscribed to be their free act and deed

before me Ebenr. Brooks Justice Peace

Deed from James Nickerson and others to John Hawes

Recorded & compared Bk 1. folio 51 per. Mr. Isaiah Nye Town Reg. of deeds

fees 3/ -

KNOW all Men by these Presents,

That I Salvanus Harding of Chatham in the County of Barnstable yeoman

in Consideration of one Hundred and thirty Dollars paid by Samuel Hawes of Chatham in the County of Barnstable yeoman

the Receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Samuel Hawes his Heirs and assigns forever a certain piece of land situated in Chatham to the Southward of the said dwelling House, Beginning at the North West corner of said piece of land and running Easterly by Deacon John Hawes land to the North East corner of said piece of land, then Southerly by said Hawes range until it meets the range of Josiah Ryders land, then Westerly by his range & Josiah Ryder jun range to a stake and stones by the Brook, then Northerly by the said Harding other land to the first mentioned bounds containing five acres be the same more or less.

To **Have** and to **Hold** the afore-granted Premises to the said Samuel Hawes his Heirs and Assigns, to his & their Use and Behoof forever.

AND I do covenant with the said Samuel Hawes his Heirs and Assigns, That I am lawfully seized in Fee of the afore-granted Premises; That they are free of all Incumbrances; That I have good Right to sell and convey the same to the said Samuel Hawes to hold as aforesaid

AND that I will warrant and defend the same Premises to the said Samuel Hawes his Heirs and Assigns forever, against the lawful Claims and Demands of all Persons.

In Witness whereof, I the said Salvanus Harding and Prisilla his Wife for the Consideration aforesaid

have hereunto set our Hand and Seal this 22d Day of February in the Year of our LORD *One thousand eight hundred and* twelve

Signed, sealed, and delivered in Presence of us,

Josiah Crowell

Joseph Young

Silvanus Harding

Prisilla her + mark Harding

Barnstable ss. February 22d 1812. *Then the above-named* Salvanus Harding *acknowledged the above Instrument to be* his *free Act and Deed—before me,*

Richard Sears Just. of Peace.

Salvenus Harding
Deed to
Saml.. Haines
paid

Recd May 9th 1812 and is recorded in the 7th Book of records for the County of Barnstable folio 89 and is compd. pr. Job C. Davis Regr

Recorded & compared Bk. 2. folio 157.
Per. me. Isaiah Nye Town Reg. of deeds

Know all Men by these presents. That I, John Hawes of Chatham In the County of Barnstable. yeoman. In consideration of Sixteen Dollars. to me paid by James Hopkins of the Same Town and county aforesaid yeoman. The Receipt whereof I, do hereby acknowledge, have remised, release. And Do, for myself and my Heirs, by these presents, Remise, release. and forever Quit-claim unto the said James Hopkins and his Heirs and Assigns, forever, the North part of that Scrub Land that I bought of Thomas Harding & Paul Harding Deceased. bounded as follows. Viz. begining at a Stake & Stones set in or near the Range of the Sixteenth Lot that belongs to Richard Sears Esqr then Sets Noth

To have and to hold the afore-mentioned premises, with all the Priviledges and Appurtenances thereunto belonging, to him the said James Hopkins and his Heirs and assigns forever: So that neither I, the said Grantor, nor my Heirs, or any other person or parsons claiming from or under me my Heirs, or in the Name Right or Stead of me or them. Shall or will, by any way or means, have Claim or Demand any Right or Title to the aforesaid premises, or their Appurtenances, or to any part or Parcel thereof, forever. And Marcy the wife of the above said John Hawes doth Surrender, and Yeald up all her Right of Dower, and power of thirds. in and to the Above Granted premises. In witness whereof we the said Grantors. have hereunto Set our Hands and Seals. this Twenty-Second Day of May in the year of our Lord One Thousand Eight Hundred and Twelve.

Signed, Sealed. and Delivered.
In presents of us.

Deed from John Hawes
to James Hopkins.

KNOW all Men by these Presents,

That I Moses Nickerson of Chatham in the County of Barnstable Yeoman

in Consideration of one Hundred and Twenty Dollars — paid by Atkings Nickerson of Chatham in the County of Barnstable Husbandman with a further Consideration of the said Atkings Maintaining & Supporting me in Sickness and in Health through Life in a Pleasant and Comfortable Manner

the Receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Atkings Nickerson his heirs and assigns forever, all my Homestead Land and Meadow, with all the Buildings thereon, Bounded as Followeth, Beginning, at the Northwest Corner of said Land, in Joseph Young's Range to the Northward of the Run of Water, that Comes out of the Swamp to the Westward, and Running Southerly in his range to the Easterly Corner of his Small piece of Land, then Westerly by his Land and Ezra Crowell Esq.r Land to Richard Sears's Land, Called the Great Hill, and Easterly in his Range & Seanus Taylor Range, all as the Fence Now Stands to the North East Corner of said Taylors Land Near the Stepstones, (so Called) then Northerly as the fence usually Stands, and Creek runs Round my meadow, to the first mentioned Corner bound, Containing Twenty four Acres more or Less, and one small piece of Swamp maing Land adjoining on the Southward and westward of the aforesaid Joseph Youngs Swamp, as it is now Enclosed — also two pieces of Wood Land in Harwich as will appear by my Deeds more fully; one piece Lying to the Northward and Eastward of Antony Bakers Dwelling House, and the Other piece Lying to the Eastward of Josiah Bassetts Dwelling House Containing Seven Acres more or Less in Both pieces of said Wood Lands with all the privileges and reservations to the Discribed premises

To **Have** and to **Hold** the afore-granted Premises to the said Atkings Nickerson his Heirs and Assigns, to his & theirs Use and Behoof forever.

AND I do covenant with the said Atkings Nickerson his — Heirs and Assigns, That I am lawfully seized in Fee of the afore-granted Premises; That they are free of all Incumbrances; That I have good Right to sell and convey the same to the said Atkings Nickerson to Hold on Conditions aforesaid

AND that I will warrant and defend the same Premises to the said Atkings Nickerson his Heirs and Assigns forever, against the lawful Claims and Demands of all Persons. on the Conditions aforesaid —

In Witness whereof, the said Moses Nickerson

have hereunto set my Hand and Seal this Sixteenth Day of January in the Year of our LORD One thousand eight hundred and nineteen

Signed, sealed, and delivered in Presence of us,

Richard Sears
Hitty Sears

} Moses Nickerson

Barnstable ss. — Jany. 16th. 1819. *Then the above-named* Moses Nickerson *acknowledged the above Instrument to be* his *free Act and Deed—before me,*

Richard Sears { Just. of Pease.

Moses Nickerson
to
Ambrose Nickerson

Received Feby 23d 1820 and is recorded in the 82d Book of records for the County of Barnstable folio 43d and is Compared.

Attest Job C. Davis Register

Recorded & Compared Bk. 2. folio 247.
per. me. Isaiah Nye Reg. of Deeds for the Town of Chatham

Chatham January 3 - 1824

Mr. Samuel Caver To Sears & Hardy Dr

January 23 1824	To 1 Comb 2/-	33
	Short Paid for Comb	20
April	5 lb Cotton warp @ 47c	2-35
	1½ lb Indigo @ 1.44 pr Thay	2-61
	8 yds Gingham @ 22	1-76
	1 Psalm Book	50
October 9	1 Bl Flour 6-50 1 lb Tea 4/	7-17
	1 lb Pearlash 12c	12
	4 Gal Molasses @ 36c 1 Gal Rum 100	2-54
	6 Bu Do @ 45c	3-40
16	1 Pr Gloves by your Son	2
Do - 10	1¼ yds Blue Cloth @ $2	2-50
	2¼ yds Sattinett @ $1-08	2-43
	1 Doz Buttons - 15c	15
	1 lb No 11 Blue yarn	78
	4½ lb Yarn @ 5c	23
		$29-59

Cr By Gloves for Comb 33c — 33
Cash for Comb — 20 — 20

June 7-1824 {8 yds Tow Cloth for Gingham @ 22c} 1.76
By Short Paid for Gloves 20
2-49

January 3 1825 By Cash & note to Ballance 27-10

$29-59

Errors Excepted for Sears & Hardy

Thach. Taylor

Know all Men by these presence that I John Hawes of Chatham In the County of Barnstable Yeamon. for an in consideration of One Hundred and Fifty Dollars paid me by Samuel Hawes of the Same Chatham and County afore Said Mariner. have Sold Bargaind and conveyed unto him the Said Samuel Hawes his Heirs and assigns a peice of Land where his Dwelling House now Stands. Bounded as follows Viz. begining at a Heap of Stones and Stake Set to the Southerd of The cart that goes by Said Samuel D. House thence Runing to the S. West to the stake and Heap by the Side of the Swamp and contining that cours to sd fence fence that Stands in the Swamp. then to the Souther as the Fence now Stands to the Southwest corner of Said feild from thence To the Estard as the fence Stands to the card way above Said and then to the Westard & Northerd by Said way to the first mentioned bound.

and I Doe covenant with the Said S. Hawes his Heirs and assigns that I am Lawfully Seize in fee of the primises. and have good rite to sell and convey the above Said premises to him the Said S. Hawes his Heirs and assigns For Ever against the Lawful claims and Demands of all persons whatsoever. N. B. it is to be Remembred that their is away through Gates or Bars for those that own Land or Meadow below through Said Described primises. and Marcy Hawes the wife of the Said John Hawes Doth Surrender up her Right of Dower in Said primises. In witness whereof we have Set our Hands and Seals this fourth Day of Feby A, D. 1824. and in the Forty Eight year of the Independance of America

Signed Sealed and Delivered in presence of us

John Hawes

Marcy her + mark Hawes

Seth Howes

David Howes

Barnstable ss May 5th 1824 Then the above named John Hawes acknowledged this to be his free act and deed before me

John Seabury Just. of Peace

Samuel Hawes' Deed from
John Hawes
Rec'd

Barnstable, ss Received March 14th 1825
and is Recorded in the 88th Book of
Records for the County of Barnstable
folio 258th and is Compared. ——
Attest, Lothrop Davis, Register.

Recorded & compared Bk 2
folio 156 per me
Isaiah [illegible] Register of Deeds.

26

Commonwealth of Massachusetts.

By the Honourable

John Davis, Esquire,

Judge of the Probate of Wills, and for granting Letters of Administration on the Estates of Persons deceased, having goods, chattels, rights, or credits in the County of *Barnstable* within the Commonwealth aforesaid.

To *Samuel Hawes of Chatham in the County of Barnstable, Mariner.*

GREETING.

WHEREAS *John Hawes late of Chatham in the County of Barnstable, yeoman,* deceased, —— *who* having while *he* lived, and at the time of *his* decease, goods, chattels, rights or credits in the County aforesaid, lately died intestate, whereby the power of committing administration, and full disposition of all and singular the goods, chattels, rights and credits of the said deceased; and also the hearing, examining and allowing the account of such administration, doth appertain unto Me:—Trusting, therefore, in your care and fidelity, I do, by these Presents, commit unto you full power to administer all and singular the goods, chattels, rights and credits of the said deceased, and well and faithfully to dispose of the same according to law; and also to ask, gather, levy, recover and receive all and whatsoever credits of the said deceased, which to *him* while *he* lived, and at the time of *his* death, did appertain; and to pay all debts in which the said deceased stood bound, so far as *his* goods, chattels, rights and credits can extend, according to the value thereof: and to make a true and perfect inventory of all and singular the goods, chattels, rights, and credits; and to exhibit the same into the Registry of the Court of Probate for the County aforesaid, at or before the *eleventh* —— day of *April* —— next ensuing; and to render a plain and true account of your said administration upon oath, at or before the *eleventh* —— day of *January* which will be in the year of our Lord one thousand eight hundred and *twenty six*. And I do hereby ordain, constitute and appoint you Administrat*or* of all and singular the goods, chattels, rights and credits aforesaid.

In Testimony whereof, I have hereunto set my hand and the seal of the said Court of Probate.—Dated at *Barnstable* the *eleventh* —— day of *January* — in the year of our Lord *one thousand eight hundred and twenty-five.*

John Davis

By Order of the Hon. Judge.

Abner Davis, Register.

ne Set of to the Heirs of John Hawes viz wood Lot No 3
Bounded Begining At the South west Corner of their Shear At
~~[illegible]~~ A Stake in patiance range thense Northerly thirteen rods to
A Stake in mulford Hawes range then East twenty Seven Degrees
South As trees Are marked to Samuel Doans Land then Southerly
in Said Doans range to A Stake in Said patiances range then west
twenty Seven Degrees North as trees Are marked to the first
mentioned Bound. Also A Shear of Cleard Land and Swamp viz
East Shear in Beam field So Caled Bounded on the North By the road
on the East By their grand mother and Samuel Hawes Land on the
South By Abigil Shear of mod Swamp As Stakes are set on the
west By James Hawes As Stakes are set Also one forth part of
the grate meddow flat By the Cockel Cove so Caled

Set of to Heirs of Joseph Hawes one Shear of wood Land Lying in
Harwich viz fix Shear fourteen rods on the west on the North By
Samuel Hawes As trees are marked on the East By Samuel Doane
on the South By Bethiah Hawes As trees are marked Also
one Shear of mod Swamp Bounded viz on North By Abigil Shear
of mod Swamp As Stakes are set on the East and South By Samuel
Hawes range on the west By their grand mothers range. Also
one Shear of Cleard Land and meddow Bounded viz on the North
on the west and on the South By their grandmothers Land As Set of
to her for Life on the east partly By James taylor and partly By
Abigil wife of Ancel Hendrick Shear As Stakes and fence now stand
under and About whare their house now Stands

Also Set of to Bethiah Hawes the fith Shear of woodland Lying in Herwich Bounded on the west fourteen rods By molford Hawes Land on the North By Joseph Hawes hairs As trees are marked. on the east By Samuel Doans Land on the South By James Hawes Land As trees are marked. Also the North Shear in Ryder field so caled, Bounded on the east By her mothers Land on the North By widow Hannah Eldredge range on west By widow Harding and others and the South By patiances range As Stakes are set and trees are marked. Also one fourth part of the meddow flat By locked Cove so caled —

Set of to Abigil wife to Ancel A Kindrick first Shear of woodland Lying in Herwich first Shear Bounded on the west fourteen rods on the North By patiance Land as trees are marked on the east By Elkanah Nickersons Land and on the South By Amasa Nickersons Land As trees are marked. Also A Shear of Cleard Land and meddow Bounded on the east and South By James taylor on the West By the Heirs of Joseph Hawes and on the North By her mothers and Samuel Hawes Land. Also A Shear of mod Swamp Bounded viz on the west By her mothers range on the North By James Hawes and Johns Hairs Swamp as Stakes are set on the east By Samuel Hawes Land and on the South By the Hairs of Joseph Hawes As Stakes are set

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we have Set of to patiance the wife of Seth Howes A Shear of
woodland No 2 Lying in Herwich Bounded viz on the South By
Abigils Shear As trees are marked on the west fifteen rods By
Mulford Howes on the North By the range of the Heirs of John Hawes
as trees are marked on the east By John Nickersons Land Also
As her Shear of Cleard Land and Swamp the middle Shear in Ryder
field so Caled Bounded viz on the North By Bethiah Hawes range
as stakes are set and trees are marked on the east By her mothers
Land on the South By Samuel Hawes Shear as stakes are set
and on the west By widow prisilla Hardings range, Also one forth
part of the medow flat By the Cockel Cove so Caled

Set of to James Hawes the 4th Shear of wood Land Lying in Herwish Bounded viz
on the North By Bethiah as trees are marked on the east By Samuel Doane on the
South By range of the Hairs of John Hawes as trees are marked on the
west thirteen rods in Molford Howes range Also the west Shear in the
Barn field Bounded viz on the North By the road on the east By
the Hairs of John Hawes range as stakes are set on the South By
the range of Abigail and his mother and on the west By widow
Hannah Cldredge range. Also one other piece of Cleard land Swamp
and medow Bounded viz on the North and East By his mothers
Range on the South By the Cockel Cove and on the west By
Nathanel Rydor reserving A privilage to and Among the Hairs
and their Asigns to pass to and from their several Shears
whare it will be the Least Damage and most Convienant

Dated Chatham March 25th 1826

Jonah Crowell
Stephen Smith
Nathan Nickerson

Know All Men By these presents that we the under Signers being appointed A Committe by the Hon: Job C Davis Judg of Probit of wills &c. in the County of Barnstable. to Divide the real estate of Deacon John Hawes Late of Chatham Deseased. Among his Legal hairs have attended to that service and Divided it As follows viz

first we set of to Samuel Haws his share of wood Land Lying in Herwich the seventh Lot in the Devision it Being the North End of said Desaseds woodLand begining At A Stake and Stone in Jonathan Elredges range thense southerly thirtean rods in said Jonathans range to A Stak then East twenty seven Degrees South As trees are marked to Samuel Doans range then Northerly in said Doans range to said Doans other Land then westerly in said Doans range to the first mentioned Bound in Chatham. Also we set of for his Shear of Clard Land and Swamp viz the South Shear of Ryders field so Caled on the North By patiance wife of Seth Bowes Shear on the West By Widow prissilla Harding on the South partly By his other Land and partly By his mothers Land and the East By his mothers Land Also one other peise about half anAcre Lying to the Eastward of the moc Swamp Ajoining said Samuels other Land. Also one forth part of the grat meedow flat so called. resarving A privalige for the Airs of the said Deseased to pass and repass where it is the least Damage and most Convienant

KNOW ALL MEN BY THESE PRESENTS,

That I Ansel Kendrick of Dartmouth County of Bristol State of Mass. Yeoman

in Consideration of the Sum of seventy Six dollars

paid by Samuel Hawes of Chatham county of Barnstable State aforesaid

the Receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Samuel certain real Estate situated in the south west part of said town of Chatham and Harwich (viz) piece of wood land lying in Harwich bounded as follows begining at the south west corner of the said wood land in the range of Amasa Nicker- running northerly in the range of Daniel Harding fourteen rods thence easterly in the range of Seth Hawes as the trees are marked thence southerly in the range of Elkanah Nickerson land thence westerly in the range of Amasa Nicker land to the first mentioned bound as the trees are marked Also a piece of upland and meadow situated in Chatham bounded on the east and south by James Taylor land as the fence now stands on the west by the heires of Joseph Hawes on the north by wid. Mercy Hawes and said Samuel Hawes land - wood land estimated at two acres and upland and meadow five acres be the same more or less with all the priveledge thereunto belonging it being some of the property received by my wife from her father Deacon John Hawes

To HAVE and to HOLD the afore-granted Premises to the said Samuel his Heirs and Assigns, to their Use and Behoof forever.

AND I do covenant with the said Samuel his Heirs and Assigns, That I am lawfully seized in Fee of the afore-granted Premises; That they are free of all Incumbrances; That I have good Right to sell and convey the same to the said Samuel

AND that I will warrant and defend the same Premises to the said Samuel his Heirs and Assigns forever, against the lawful Claims and Demands of all Persons.

IN WITNESS WHEREOF, I the said Ansel Kendrick and Abagal my wife

have hereunto set our Hand and Seal this fifthteenth Day of April in the Year of our LORD One thousand eight hundred and twenty Six

Signed, sealed, and delivered in Presence of us,

Jno Pepping
William Tyner

Ansel Kendrick
Abigail her mark Kendrick

BARNSTABLE, ss. April 4th 1826. That the above-named Ansel Kendrick acknowledged the above Instrument to be his free Act and Deed—before me,

John Pepping Just. of Peace

Barnstable ss April 29th 1828 Then personally appeared Abigail Kendrick & acknowledged the above instrument to be her free act & deed before me

Richard Sears Just Peace

Deed

Ansel Hendrick

to

Prince Hawes

Paid.

Barnstable, ss. Received December 2d 1826, and is Recorded in the 91st Book of Records for the County of Barnstable folio 106th and is Compared. —

Attest, Lothrop Davis, Register.

Recorded & Compared
Bk 2. folio 156. per. me
Isaiah Nye Town Reg. of deeds

To all People to whom these Presents shall come,

(L.S.)

Job C. Davis, Esquire Judge of the Probate of Wills, &c. in the county of Barnstable, within the Commonwealth of Massachusetts, sendeth GREETING.

KNOW YE, that on the twenty-sixth day of March Anno Domini 1827, the instrument hereunto annexed (purporting the last Will and Testament of Moses Nickerson late of Chatham in said county, yeoman, deceased) was presented for Probate by Elkins Nickerson the executor therein named; then present Richard Sears, Elisha Hinckley and Reuben Gage

Witnesses thereto subscribed, who made Oath, that they saw the said Testator sign, seal, and heard declare the said instrument to be his last Will and Testament, and that they

subscribed their names together as witnesses to the execution thereof in the said Testator's presence; and that he was then (to the best of their judgment) of sound and disposing mind: wherefore,

I do prove, approve, and allow of the said instrument as the last will and testament of the before named deceased, and do commit the administration thereof in all matters the same concerning, and of his Estate whereof he died seized and possessed in said county, unto Elkins Nickerson

the before named Executor well and faithfully to execute the said will, and to administer the estate of the said deceased according thereto; who accepted of the said trust, and gave bond according to law

and he shall render an account (upon oath) of his proceedings, when thereunto lawfully required.

In testimony whereof, I have hereunto set my hand and seal of office, the day and year above-written.

By order of the Honourable Judge. Job C. Davis

Attest Abner Davis, *Register.*

Copy. Attest. Abner Davis, Reg.

Sold by C. K. DARLING, Law Stationer, 15 Exchange Street, Boston.

WARRANTY DEED.

Know all Men by these Presents,

That We Benjamin T. Freeman, S. E. Collett and [illegible] [illegible] of [illegible] [illegible] in Barnstable

IN CONSIDERATION OF Ten Dollars paid by W. Myron Small of Chatham [illegible] [illegible]

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said W. Myron Small his heirs and assigns forever a certain piece of land formerly used for Town Pound [illegible] situated in West Chatham with the fence standing on the same and bounded as follows: On the south by the county road on the West by land of Seth [illegible] on the North and East by land of Edward [illegible]

TO HAVE AND TO HOLD the above granted premises, with all the privileges and appurtenances thereto belonging, to the said W. Myron Small his Heirs and Assigns, to his their use and behoof forever.

AND we the said [illegible] for [illegible] and [illegible] Heirs, Executors and Administrators, do covenant with the said W. Myron Small his Heirs and Assigns, that we are lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances, [illegible]

that we have good right to sell and convey the same to the said W. Myron Small his Heirs and Assigns forever as aforesaid; and that we will and our Heirs, Executors and Administrators shall WARRANT AND DEFEND the same to the said W. Myron Small his Heirs and Assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said Benjamin T. Freeman, S. E. Collett and [illegible] [illegible] [illegible]

in token of [illegible] release of all right and title of or to both dower and homestead in the granted premises, have hereunto set our hands and seals this first day of December in the year of our Lord eighteen hundred and seventy seven.

Signed, sealed and delivered, in presence of

Joshua Y. Bearse

Benj. T. Freeman
S. E. Collett
[illegible]

Barnstable ss. Dec 8 1877

Then personally appeared the above-named Benjamin T. Freeman and acknowledged the above instrument to be his free act and deed: before me,

Joshua Y. Bearse

Justice of the Peace.

Barnstable ss Dec 18 1877 at 7h 30m A.M.

Received and entered with Barnstable County

Deeds, Lib. 140 Fol 115

Attest Wm E. Lovell Register

2

Warranty Deed.

Estate ....

From Town of Chatham

To N. Byron Small

Dated Dec. 1 1877

31

KNOW ALL MEN BY THESE PRESENTS;

That We James Long & Jane Clark Administrators on the estate of David Clark late of Chatham in the County of Barnstable mariner deceased intestate, by an order of the Court of Probate begun and holden at Barnstable in and for said County of Barnstable on the Second tuesday of June AD 1827 was licensed and duly empowered to sell and pass Deeds, to convey all of the Real Estate of the said David Clark late of Chatham for the payment of three Hundred & sixtyfive Dollars & twentyfive cents and incidental charges

And whereas we the said James Long & Jane Clark having given Public Notice of the intended sale, thirty days previous the time of sale ; and having first given bonds, and taken the oath, by law in such cases required, did on the twentyeight day of December AD 1827 pursuant to the license and notice aforesaid, sell at public vendue the following Real estate being part of the Real Estate of said David Clark late of said Chatham to Stephen Ryder Jr of Chatham Mariner in the County of Barnstable for the sum of two Hundred and forty Dollars and eightyfive Cents he being the highest bidder therefor, as follows, to wit: the following described property bounded as follows beginning at the north west Corner of the premises at the Corner of the fence in Stephen Smith range thence easterly in the range of Mathews Tayler land to the road that leads on the neck then southerly by said road to a stake & stone in the ditch by said road then west to a stake and stone two rods north of said house then south through the middle of the house then southerly to a stake on the top of the hill then southerly on the same course to the medow then westerly by the edge of the medow in the range of Stephen Ryder & Joshua Buck to ~~Stephen Ryder~~ medow & land to Stephen Smiths land thence northerly in said Smiths range to the first mentioned bounds including the westerly half of the dwelling house standing thereon reserving a priverlage to the easterly half of the house to bake in the oven in the west part also one other peice of land bounded as follows adjoining the above said road on the west [illegible] meaw & land of James Tayler and others on the south & east the land of Samuel Ryder on the north & the road Containing by estimation three acres also one peice of medow and land situated in said Chatham and bounded as follows adjoining the riverer on the south and to a dich in the range of Josiah Ryder & others untill it Comes to the north west Corner bounds then southerly in the range of Josiah Ryder to the above said river also the Reversion of the wid Jane Clark thirds after her decease bounded as follows adjoining the above said road on the east the south the land of Stephen & Richard Ryder on the west and north the above described range of the above said Stephen Ryder Jr including the easterly half of the above said house reserving to the widow Jane Clark her right of improvement as aforesaid,

Therefore, know ye, that we the said James Long & Jane Clark by virtue of the power and authority in us vested as aforesaid, and in consideration of the aforesaid sum of two Hundred and forty Dollars and eightyfive Cents to us paid by the said Stephen Ryder Jr of said Chatham the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell, and convey unto him the said Stephen Ryder Jr and to his heirs and assigns, for ever all the property herein above mentioned and described, or howsoever the same is reputed to be bounded or described.

To HAVE and to HOLD the afore granted premises, with all the privileges and appurtenances to the same belonging, to him the said Stephen Ryder Jr and to his heirs and assigns, forever, to him and their use and behoof forever. And we the said James Long & Jane Clark as aforesaid, do hereby covenant with the said Stephen Ryder Jr and to his heirs and assigns, that we was lawfully authorized and empowered to make sale of the same, as aforesaid ; that we gave thirty days public notice of the said intended sale as aforesaid ; that we gave bonds, and took the oath by law required, previous to said sale ; that it was necessary that the same should be sold for the purposes aforesaid ; that the premises were struck off to the said Stephen Ryder Jr for the sum aforesaid, at a public vendue, as aforesaid ; and that he the said Stephen Ryder Jr offered most for the same.

In Witness whereof, we the said James Long & Jane Clark as aforesaid, have hereunto set our hand, and seal, this thirtyfirst day of December in the year of our Lord one thousand eight hundred and twenty seven

Signed, sealed and delivered in presence of us.

Samuel Ryder

[illegible]

James Long

Jane Clark

Barnstable, ss. December 31 1827 Then the above named James Long & Jane Clark personally acknowledged the above instrument, by them subscribed, to be their voluntary act and deed---before me,

[illegible] *Justice of the Peace*

Barnstable, ss. Received Janʸ. 12th 1830, and is Recorded in the 5th Book of Records for the County of Barnstable folio 95th and is Compared. ——

Attest, Lothrop Davis, Register.

, 32

Know all Men by these Presents,

THAT we Nehemiah Doane & Samuel Doane both of Chatham County of Barnstable Yeomen

in Consideration of seventy five dollars
paid us by Samuel Hawes of said Chatham Yeoman

the Receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Samuel Hawes his heirs and assigns forever a piece of upland and meadow situated in said Chatham at the south side of cockle-cove so called bounded as follows beginning at the southeast corner in Daniel Harding's range and running northerly in his range into the cove thence S. westerly by the cove to range of the heirs of Reuben C Taylor deceased thence southerly in their range to the fence in the range of the heirs of Jesse Eldridge thence easterly by the fence to the first mentioned bound with all the privileges and appurtenances thereunto belonging

To have and to hold the afore-granted Premises to the said Samuel Hawes his Heirs and Assigns, to his & their Use and Behoof forever.

And we for our selves & our heirs, executors, and administrators, do covenant with the said Samuel Hawes his Heirs and Assigns, That we are lawfully seized in Fee of the afore-granted Premises; That they are free of all Incumbrances; That we have good Right to sell and convey the same to the said Samuel Hawes as aforesaid

And that we for our selves & our heirs, executors, and administrators, will warrant and defend the same Premises to the said Samuel Hawes his Heirs and Assigns, forever, against the lawful Claims and demands of all Persons.

In witness whereof, we the said Nehemiah Doane & Samuel Doane

have hereunto set our hands and seals this eighth day of April in the Year of our Lord one thousand eight hundred and twenty eight

Signed, sealed, and delivered in presence of us

John Seabury

Isaac Hardy

Nehemiah Doane

Samuel Doane

Barnstable ss. April 8th 1828 *Then the above named* Nehemiah C Doane & Samuel Doane *acknowledged the above Instrument to be* their *free Act and Deed—before me,*

John Seabury *Just. of Peace.*

Barnstable ss. Received June 9th 1829, and is Recorded in the 2d Book of Records for the County of Barnstable folio 132d and is Compared. —

Attest, Lothrop Davis, Register.

Deed
Nehemiah Doane &
Saml Doane
To
Saml Hawes

50¢.

133

KNOW ALL MEN BY THESE PRESENTS,

That I Bethiah Hawes of Chatham in the County of Barnstable single Woman - -

in Consideration of Thirty dollars

paid by Samuel Hawes of Chatham County of Barnstable

the Receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Samuel Hawes his heirs & assigns one fourth part of a Piece of Meadow lying in Chatham at the Cockel Cove called the great Meadow flat formerly belonging to late Father John Hawes deceased in common & undivided with Samuel Hawes Seth Hawes & the heirs of John Hawes Jr with all the Privileges thereunto belonging

To HAVE and to HOLD the afore-granted Premises to the said Samuel Hawes his Heirs and Assigns, to their Use and Behoof forever.

AND I do covenant with the said Saml. Hawes his Heirs and Assigns, That I am lawfully seized in Fee of the afore-granted Premises; That they are free of all Incumbrances; That I have good Right to sell and convey the same to the said Saml. Hawes

AND that I will warrant and defend the same Premises to the said Hawes his Heirs and Assigns forever, against the lawful Claims and Demands of all Persons.

IN WITNESS WHEREOF, I the said Bethiah Hawes

have hereunto set my Hand and Seal this first Day of May in the Year of our LORD One thousand eight hundred and twenty Eight

Signed, sealed, and delivered in Presence of us,

Richard Sears Jr

Patience Hawes

} Bethiah Hawes

BARNSTABLE, ss. May 1 1828. *That the above-named* Bethiah Hawes *acknowledged the above Instrument to be* her *free Act and Deed—before me,*

Richard Sears Jr *Just. of Peace.*

Bethiah Hawes
to
Samuel Hawes

50¢.

Barnstable, ss. Received June 9th 1829, and is Recorded in the 7th Book of Records for the County of Barnstable folio 3d and is Compared. —

Attest, Lothrop Davis, Register.

Know all Men by these Presents, 34

That We Nehemiah Doane, and Samuel Doane Both of Chatham in the County of Barnstable Yeomen

in Consideration of Nineteen dollars to us paid by by Samuel Hawes of Chatham in the County of Barnstable Yeoman

the Receipt whereof we do hereby acknowledge, do hereby give, grant, sell and convey unto the said Samuel Hawes his Heirs and assigns forever a Certain pew in the Congregation meetinghouse in s.d Chatham that was our Honered Fathers Sam.l Doane Late of said Chatham deceast — Situated on the North Side of said House, Being a wall Pew & the third West from the Pulpit, Reserving for our Mothers use and improvement one third of said Pew during her Life as her wright of dower in the Same with all the previlages thereunto Belonging

To HAVE AND TO HOLD the afore-granted Premises to the said Samuel Hawes his Heirs and Assigns, to his & their Use and Behoof forever.

AND we for our selves our heirs, executors, and administrators, do covenant with the said Samuel Hawes his Heirs and Assigns, That we are lawfully seized in Fee of the afore-granted Premises; That they are free of all Incumbrances; That we have good Right to sell and convey the same to the said Samuel Hawes to hold as aforesaid

AND that we for our selves our heirs, executors, and administrators, will warrant and defend the same Premises to the said Samuel Hawes his Heirs and Assigns forever, against the lawful Claims and Demands of all Persons.

IN WITNESS WHEREOF, we the said Nehemiah Doane & Samuel Doane with our Wives as their wright of dower

have hereunto set our Hands and Seals this 20th Day of May in the Year of our Lord One thousand eight hundred and twenty Eight

Signed, sealed, and delivered in Presence of us,

Richard Sears
Charles H. Brigs

Nehemiah Doane
Betty Doane

Samuel Doane
Esther Doane

Barnstable ss.

May 20th 1828. *Then the above-named* Nehemiah Doane & Sam.l Doane *acknowledged the above Instrument to be* their *free Act and Deed—before me,*

Richard Sears *Just. of Peace.*

Nehemiah Doane &
Saml.. Doane.
to
Samuel: Thaxter

Commonwealth of Massachusetts.

By the Honourable

Nymphas Marston, **Esquire,**

JUDGE of the Probate of Wills, and for granting Letters of Administration on the Estates of Persons deceased, having goods, chattels, rights, or credits, in the County of Barnstable, within the Commonwealth aforesaid.

TO Samuel Hawes, of Chatham in the County of Barnstable, yeoman.

GREETING.

WHEREAS John Hawes, Administrator de bonis non on the estate of Stephen Ryder late of Chatham in the County of Barnstable, hath deceased, without fully administering on said estate. ~~deceased, having while lived, and at the time of decease, goods, chattels,~~ rights or credits in the County aforesaid, lately, died intestate, whereby the power of committing administration, and full disposition of all and singular the goods, chattels, rights and credits of the said deceased; and also the hearing, examining and allowing the account of such administration, doth appertain unto me:—Trusting, therefore, in your care and fidelity, I do, by these Presents, commit unto you full power to administer all and singular the goods, chattels, rights not already administered upon and credits of the said deceased, and well and faithfully to dispose of the same according to law; and also to ask, gather, levy, recover and receive all and whatsoever credits of the said deceased, which to him while he lived, and at the time of his death, did appertain; and to pay all debts in which the said deceased stood bound, so far as his goods, chattels, rights and credits can extend according to the value thereof: and to make a true and perfect inventory of all and singular the goods, chattels, rights, and credits; and to exhibit the same into the Registry of the Court of Probate for the County aforesaid, at or before the thirtieth day of June next ensuing: and to render a plain and true account of your said administration upon oath, at or before the thirtieth day of March which will be in the year of our Lord one thousand eight hundred and thirty. And I do hereby ordain, constitute and appoint you Administrator of all and singular the goods, chattels, rights and credits aforesaid. not administered upon as aforesaid.

In Testimony whereof, I have hereunto set my hand and seal of the said Court of Probate. Dated at Barnstable, the thirtieth day of March in the year of our Lord one thousand eight hundred and twenty-nine.

By order of the Honourable Judge,

Nymphas Marston

Alvan Davis, *Register.*

Recorded.

Commonwealth of Massachusetts.

BARNSTABLE, ss.

By the Honourable Nymphas Marston

Judge of Probate, &c. for the County of Barnstable

IT appears to me, by the Account of ~~Thomas~~ Samuel Hawes, Administrator de bonis non on the Estate of

Stephen Ryder late of Chatham — deceased, represented insolvent, that after subduction of necessary charges and disbursements, there remains in the hands of the said Administrator — a balance of One hundred & twelve Dollars & thirty four cents

and that the claims of the several creditors to the said deceased's estate amount to the sum of twelve hundred & twenty three dollars & fifty eight cents. Five hundred & [illegible] Dollars & 16/100 paid on the first Distribution & Seven hundred & seventeen Dollars & 16/100 remaining unpaid, as appears by the report of the Commissioners, appointed to receive and examine the same upon their oaths.

PURSUANT, therefore, to an act of the General Court of the Commonwealth aforesaid, for the equal distribution of insolvent Estates, I do hereby order the said Administrator — to pay the aforesaid sum of One hundred & twelve Dollars & thirty four cents ~~nineteen~~ cents — remaining in his hands, of the estate of the said deceased, unto the several creditors named in the said Commissioners' Report, a copy whereof is hereunto annexed, in proportion following, *that is to say,* the sum of fifteen cents & six mills

on the dollar — for the debts to them respectively owing from said deceased's Estate, being the proportion that the same will bear at present, saving to each of the said creditors a proportion of such other estate, as shall hereafter appear, upon any further account, to be rendered thereof.

Given under my hand and seal of office, this ~~twenty~~ ninth day of March — *Anno Domini* 1830.

Nymphas Marston J. Prob.

Creditors.	Claims allowed		Paid on first Distribution		Claims due on 2d Distribution		To pay.			
							$	c	m	
John Topping —	$ 16	33	$ 6	76	$ 9	57	$ 1	49	2	X
Wm Hamilton —	38	91	16	10	22	81	3	55	8	X
Joseph Atwood —	30	79	12	74	18	05	2	81	5	X
Smith Eldrige —	6	42	2	65	3	77	"	58	8	X
Zoras Taylor. —	16	00	6	62	9	38	1	46	3	X
Silvanus Eldrige —	2	28	"	94	1	34	"	20	9	
Mulford Haws. —	2	"	"	82	1	18	"	18	4	
Christopher Taylor —	148	68	61	55	87	13	13	59	2	X
Simeon Nickerson —	20	73	8	58	12	15	1	89	5	X
Isaiah Nye. —	98	07	40	60	57	47	8	96	5	X
Jabesh[illegible] Nickerson.	58	99	24	42	34	57	5	39	2	X
Caleb Nickerson —	134	33	55	61	78	72	12	28		X
Ezra Crowell Esqr. —	73	95	30	61	43	34	6	76	1.	X
Nehemiah Ryder —	8	41	3	48	4	93	"	76	9	
John Haws. —	1	50	"	62	"	88	"	13	7	
Ensign Nickerson —	221	79	91	82	129	97	20	27	5	X
Isaac Eldridge. —	20	14	8	33	11	81	1	84	2	X
Stephen Smith —	60	04	24	85	35	19	5	48	9	X
E & R. Haws. —	7	53	3	11	4	42	"	68	9	X
Sears & Hardy —	16	57	6	86.	9	71	1	57	4	X
Nye & Hardy —	29	15	12	06	17	09	2	66	6	X
Isaac Hardy —	16	45	7	63	10	82	1	68	7.	X
John Young. —	2	69	1	11	1	58	"	24	6	
James Ryder Jun. —	92	48	38	28	54	20	8	45	5	X
John Sisling —	7	23	2	99	4	24	"	66	1	X
David Atwood —	3	76	1	55	2	21	"	34	4.	
Benjm Beck. —	1	18	"	48	"	70	"	10	9	X
Richard Sears Esq. —	18	42	7	62	10	80	1	68	4	X
Ezra Lewis. —	2	22	"	92	1	30	"	20	2	
James Nickerson —	3	80	1	57	2	23	"	34	7	
Zoras Crowell. —	2	75	1	14	1	61	"	25	1	
Flint & Mayo —	8	76	3	63	5	13	"	80	.	X
Neh. Ryder 7.85	7	85	3	25	4	60	"	71	.	
Josiah Mayo. —	5	37	2	22	3	15	"	49	1	X
Edwd Kendrick —	17	30	7	16	10	14	1	58	1	X
Polly Smith —	2	33		96	1	37	"	21	3	
Neh. Harding —	1	13	"	47	"	66	"	10	2	
Enoch Bassett. —	1	50	"	62	"	88	"	13	7	
David Smith. —	13	75.	5	69	8	06	1	25	4.	
	$ 1223	57	506	42	717	16	111	85	2	
				74		Fractions		48	8	
			$ 507	16.			$ 112	34		

Know all Men by these Presents,

That I Edward Kendrick of Chatham County of Barnstable Yeoman

in Consideration of thirty seven dollars paid me by Samuel Hawes of said Chatham Yeoman

the Receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Samuel Hawes his heirs & assigns forever, A piece of land situated in said Chatham Bounded as follows viz - Beginning at the southwest corner in the range of Widow Patte Smith & John Harding Jr at a stake & stone & running northerly in said Widow's range to a stake & stone thence easterly in range of land formerly owned by Joseph Doane to the corner of the fence below the bank thence southerly by the fence to John Harding Jr range thence westerly in said Harding's range by the fence to the first mentioned bound - Also a right of way to the landing below said fence - It is a condition in the above sale mutually agreed on that the said Hawes has all the fence now standing on the premises and that he & his heirs supply all the fence necessary on said land & forever support the same

To HAVE AND TO HOLD the afore-granted Premises to the said Samuel Hawes his Heirs and Assigns, to their Use and Behoof forever.

AND I do covenant with the said Samuel Hawes his Heirs and Assigns, That I am lawfully seized in Fee of the afore-granted Premises; That they are free of all Incumbrances; That have good Right to sell and convey the same to the said Samuel Hawes

AND that I will warrant and defend the same Premises to the said Samuel Hawes his Heirs and Assigns forever, against the lawful Claims and Demands of all Persons.

IN WITNESS WHEREOF, we the said Edward Kendrick & Miriam my wife who hereby relinquishes her right of Dower in the above premises have hereunto set our Hands and Seals this thirty first, Day of May in the Year of our Lord One thousand eight hundred and thirty

Signed, sealed, and delivered in Presence of us,

John Seabury
John H. Nickerson

Edward Kendrick

Miriam her X mark Kendrick

Barnstable ss. May 31 1830. *Then the above-named* Edward Kendrick *acknowledged the above Instrument to be* his *free Act and Deed—before me,*

John Seabury *Just. of Peace.*

[illegible] Kendrick
to
Saml. Hovey

ss. To [illegible] Constable or Collector of the Town of [illegible] in the County of [illegible] **Greeting.**

IN the name of the Commonwealth of Massachusetts, you are hereby required, by us the subscribers, Assessors of said Town, to levy and collect of the several persons named in the list herewith committed unto you, each one his respective proportion therein set down, of the sum total of such list, it being *for the Expenses* — of this town's proportion of a TAX or assessment of *one Hundred and three* Dollars, and *fifty* cents granted and agreed upon by the last General Court of said Commonwealth, for defraying the necessary charges of securing, protecting, and defending the same:

and of a TAX of *two Hundred Seventy five* Dollars, and *seventy six* cents, granted by the General Court aforesaid, for defraying the necessary charges and expenses of the County aforesaid:

and a TAX of *[illegible]* Dollars, and cents, voted and agreed upon by the Town aforesaid at their meeting legally held for that purpose, on the *[illegible]* day of *[illegible] 183[illegible]* last, for defraying the necessary charges and expenses thereof;

$ 103.50 And you are to complete and make up an account of the collection of the whole sum, and transmit and pay over the same as follows, viz. *[illegible] one Hundred & three* Dollars and *[illegible] fifty* - cents, thereof unto Treasurer and Receiver General of said Commonwealth, or his successor in that office, on or before the first day of April next;

$ 275.76 AND *two Hundred and Seventy five* Dollars, and *Seventy six* cents, thereof, unto *[illegible]* Treasurer of the County aforesaid, or his successor in that office, on or before the *1st* day of *[illegible]* next:

$ 2437.74 AND *[illegible]* Dollars and *Seventy four* cents, thereof unto *[illegible]* Treasurer of said Town, or his successor in that office, on or before the *twenty fifth* day of *[illegible] 183[illegible]* next;

$2817 And, if any person shall refuse or neglect, upon demand by you made, to pay the sum he is assessed in the said list, you are to distrain the goods or chattels of such person to the value thereof, and the distress so taken to keep for the space of four days at the cost and charge of the owner, and, if he shall not pay the sum so assessed within the said four days, then you are to sell openly at public vendue the distress so taken for the payment thereof, with charges, first giving forty-eight hours' notice of such sale by posting up advertisements thereof in some public place in said town, which said notice may be given either before or after the said four days shall have expired; and the overplus arising by such sale, if any there be besides the sum assessed, and the necessary charges of taking and keeping the distress, you are immediately to restore to the owner with an account in writing of the sale and charges; and for want of goods or chattels to be shewn you whereon to make distress (besides tools or implements necessary for his trade or occupation, beasts of the plough necessary for the cultivation of his improved lands, arms, utensils for house-keeping, necessary for upholding life, bedding and apparel necessary for himself and family) for the space of twelve days after demanding the payment of any sum so assessed, you are to take the body of such person so refusing or neglecting, and him commit unto the common gaol of the County aforesaid, there to remain until he pay the same or such part thereof as shall not be abated by the assessors of said town for the time being, or by the Court of General Sessions of the Peace for the County aforesaid.

Given under our hands and seals, by virtue of Warrant from the Treasurer aforesaid, this *twenty fifth* day of *[illegible]* A. D. 183[illegible]

[illegible]
Christopher Taylor
Samuel [illegible]

Assessors of the Town of [illegible]

N. B. If there are more Collectors than one, the first blank in the body of the Warrant must be filled with the words "a part," otherwise it must be filled with the words, "the whole,"—and if all the three taxes are not included in the tax list, such parts of the blanks only are to be filled as apply to the taxes assessed.

27 84

$27 48 Shod order

45
22
11
98

No 112 $0 33
73 1 75
97 7 54
107 14 17
80 12 17
81 25 76
111 31 46
83 4 67
84 4 54
66 4 96
1 60

82 78
10 67
1 11

$95 13 orders

$25 15
4 94
20 21

$4:94
1 44 for
Due 3 50 Clark

Took out $6

36
14
144
36
61

36 35
14
140

34
14
136
147
83

34
4
136

39

Know all men by these Presents, That I John Seabury of Chatham in the County of Barnstable having been chosen & empowered to pass deeds to convey the pews in the Congregational Meeting House in said Chatham in consideration of forty five dolls. & seventy five cents paid by Samuel Hawes of said Chatham Yeoman the receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Samuel Hawes his heirs & assigns forever a pew in said Meeting House numbered fourteen — with all the privileges & appurtenances thereunto belonging

To HAVE and to HOLD the aforegranted Premises to the said Samuel Hawes his heirs and assigns, to his & their use and behoof forever.

And I do covenant with the said Samuel Hawes his heirs and assigns, That am authorised lawfully ~~seized in fee of~~ to sell the aforegranted Premises; that they are free of all Incumbrances; That I have good right to sell and convey the same to the said Samuel Hawes

And that I will warrant and defend the same premises to the said Samuel Hawes in my aforesaid capacity his heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF I the said John Seabury have hereunto set my hand and seal this twenty first day of February in the year of our Lord one thousand eight hundred and thirty one

Signed, sealed and delivered in presence of us

Isaiah Nye
Clarinda Nye

John Seabury

Barnstable SS. Feby. 21. 1831.

Then the above named acknowledged the above *Instrument to be* his *free Act and Deed—before me,*

Isaiah Nye *Justice of Peace.*

John Seabury
to
Saml. Hawes

Contry Cr

Cash Received	$152:89	
Vessel Sold	775:–	
Seder Stuff	3:50	~~[illegible]~~
~~one note~~ ~~Doutfull for~~	~~[illegible]~~	
Real Estate Sold	246 =	1176:89
one Note Doutfull for	4:14	

1179-21
900
279 21

10 46 37

January 13th 1835

Estate of Stephen Ryder jnr — Dr

Attending probate Court at ~~Bar~~ Barnstable	$4 : 00
Bond	25
Aprisers Bill	3 : 50
+ postage one Letter	12½
Advertising in Boston	1 —
+ postage one Letter	12½
Attending Cort at David Kindrick	75
Attending probate Cort at yarmouth	3 —
attending Cort at David Kindrick	75
Setting of Widows thirds	2 : 37½
Comisiners Bill	3 : 70
Bonds & advertising	3 : 50
+ postage of Licens & Letters	43
Deed & Bill Sale	50
Insuarnce on the Vessell	27 : 12
paid to the Widow	23 : 25
Taxes paid	5 : 43
Administrators fee	45 —
	84 84

12½
12½
43
78

1331.60

950 60
210
1160.60

1331.60
210
1121 60
950
171 60

950
210
1160
42 46
1202 46
23 25

950
775
175
950

1331 60
950
381 60
210
171.60

Know all Men by these Presents,

That I Daniel Harding of Chatham County Barnstable Master Mariner

in consideration of one Hundred & twenty dollars to me paid by Samuel Hawes Samuel Hawes Jr and Edward Hawes

the Receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Samuel Samuel Jr. and Edward Hawes

A Certain piece of Meddow & land lying in Chatham & Bounded as followes viz. begining at the north East Corner at the crick by the the Range of Nehemiah Doane running South-erly to James Eldredg & Jesse Eldredge Range then westerly by said Range to Samuel Hawes Range then Northerly By said Hawes, Range to the Crick then by the Crick to the first mentioned Bound about two acres More or Less

To Have and to Hold the afore-granted Premises to the said Samuel Samuel Jr and Edward Hawes, their Heirs and Assigns, to their use and behoof forever.

And I for my self my heirs, executors, and administrators, do covenant with the said Saml Samuel Jr & Edward Hawes their Heirs and Assigns, That I am lawfully seized in Fee of the afore-granted Premises: That they are free of all Incumbrances: That I have good right to sell and convey the same to the said Samuel Samuel Jr & Edward Hawes

And that I for my self my heirs, executors, and administrators, will warrant and defend the same Premises to the said Samuel Samuel Jr & Edward Hawes, their Heirs and Assigns forever, against the lawful Claims and Demands of all Persons.

In Witness whereof, I the said Daniel Harding and my wife Eunice Relinquishing all Right of dower in above property we have hereunto set our hands and seals this Second day of July in the year of our Lord one thousand eight hundred and thirty Six

Signed, sealed, and delivered in presence of us,

Thatcher Ryder
Mercy F. Ryder

Daniel Harding
Eunice Harding

Barnstable SS.

July 2d — — — — 1836 *Then the above-named* Daniel Harding *acknowledged the above Instrument to be* his *free Act and Deed—before me,*

Thatcher Ryder *Justice of Peace.*

From
Daniel Hardin
to Saml. Lane Jr & Edwd
Haines

Paid,

Barnstable, ss. Received September 7th 1836,
and is recorded in the 8th Book of
records folio 154th and compared,
Attest, Lothrop Davis. Register.

Know all Men, That, We Eunice Jewett of Dorchester in the County of Norfolk & Commonwealth of Massachusetts - Wife of Daniel Jewett of said Dorchester Card Manufacturer & Eliza Rider of said Dorchester single Woman, have constituted and made, and do constitute and make Samuel - Hawes of Chatham in the County of Barnstable in the Commonwealth aforesaid Yeoman to be our true and lawful attorney for us, each and severally and in our names and stead and to our use to demand and recover and receive, the monies which may become due - upon dividing certain Real Estate situated in Chatham aforesaid, or otherwise to receive for us and in our name our several parts of said Real Estate in all matters appertaining thereto: and to give and receive such papers and assurances in our name as shall make all transactions relating to the same valid to all intents and purposes — And in all cases real, personal or mixed, moved or to be moved for us or against us relating to the premises for us and in our name to appear, - plead - pursue & defend - to final judgement, execution & satisfaction — Also - to determine any matter in dispute by arbitration, composition or reference; with full power to make and substitute one or more attornies under our said Attorney, and the same again at pleasure to revoke

In Witness whereof we the said Eunice & Eliza have hereunto set our hands & seals this twenty seventh day of November in the year of Our Lord One thousand eight hundred and thirty seven

Signed Sealed and delivered
in presence of us —
Thos J Carmichael
Dolly Pratt

Eunice Jewett
Eliza Ryder

Norfolk ss. November 28. 1837. Then personally appeared the above named Eunice Jewett and Eliza Ryder and acknowledged the above instrument by them subscribed to be their free Act and Deed

Before me

Nathan C. Martin Justice of the Peace

Know all Men That I Huldah Rider of Chatham in the County of Barnstable & Commonwealth of Massachusetts Wife of John Flinn of said Chatham Mariner have Constituted and made and Constitute and make Samuel Hawes of Chatham in the County of Barnstable in the Commonwealth aforesaid Yeoman to be my true and lawful Attorney for me and in my name and stead and in my use to demand recover and receive the money which is become due upon dividing certain Real Estate situated in aforesaid or otherwise to receive for me and in my name my part of said Real Estate in all matters appertaining thereto and to give and receive such papers and assurances in my name as shall make all transactions relating to the same valid to all intents purposes And in all cases real Personal or mixed moved or to be moved for or against me relating to the premises for me and in my name to appear plead pursue & defend to final judgment execution & satisfaction. Also to determine matter in dispute by arbitration compromise ... with full power to make and substitute one or more attornies under my said Attorney and the same again at pleasure to revoke

In witness whereof I the said Huldah have hereunto set my hand and seal this ninth day of December in the year of our Lord one thousand eight hundred and thirty seven Signed sealed and delivered in presence of us

Huldah Flinn

Lewis Ryder Clifford
Barnstable S.S. December 9th 1837 then personally appeared the above named Huldah Flinn and acknowledged the above instrument by her subscribed to be her free act and deed

Before me Daniel P Clifford Justice Peace

Commonwealth of Massachusetts.

By the Hon. Nymphas Marston Esquire, Judge of the Probate of Wills, and for granting Letters of Administration on the Estates of Persons deceased, having goods, chattels, rights, or credits in the County of Barnstable, within the Commonwealth aforesaid.

TO Samuel Hawes of Chatham in said County yeoman

Greeting.

TRUSTING in you care and fidelity, I do, by these Presents, pursuant to the power and authority to me granted, in and by an act of the General Court of the said Commonwealth, nominate, and appoint you to be Guardian unto Nathaniel Ryder Sabrina Ryder David Ryder & Whitman Ryder minor Children of Nathaniel Ryder late of Chatham in said County deceased

with full power and authority to ask, demand, sue for, recover, receive, and take into your custody, all and singular ~~such part~~ and portion of Estate as accrues to said Wards in right of their said father or which by any other way or means whatsoever doth of right appertain or belong to them of all which you are to return into the Probate Office of said County of Barnstable, a true and perfect Inventory at or before the ninth day of January next ensuing;

and to manage, employ, and improve the said Estate for said Wards best profit and advantage, and to render a plain and true account of your guardianship upon oath, so far as the law will charge you therewith, when you shall be lawfully required, and pay and deliver such and so much of the said Estate as shall be remaining upon your account (the same being first examined and allowed by the Judge or Judges, for the time being, of Probate, &c.) unto the said minors when they shall arrive at full age, or otherwise as the said Judge or Judges, by his or their decree or sentence, pursuant to law, shall limit and appoint.

In testimony whereof, I have hereunto set my hand and the seal of the said Court of Probate.

Dated at Barnstable, the ninth day of January in the Year of our Lord one thousand eight hundred and thirty eight

~~By order of the Honorable Judge,~~ Countersigned

Nymphas Marston

Timothy Reed, Register.

Letter of Guard[n]
to
Samuel Hawes G
of
Nathaniel Ryder & al

Recorded

KNOW ALL MEN BY THESE PRESENTS,

That we Benjamin Buck of Chatham in the County of Barnstable Attorney & Guardian for the heirs of Thatcher Ryder & Samuel ~~Hawes~~ of said town & County attorney & Guardian for the heirs of Stephen Ryder in consideration of one hundred & twenty dollars to us paid by Samuel Hawes of said town & County attorney & Guardian to the heirs of Nathaniel Ryder

the receipt whereof is hereby acknowledged, do hereby grant, remise, release, and forever **QUIT-CLAIM,** and do for our selves and our Heirs, by these presents, remise, release, and forever quit-claim unto the said Samuel Hawes as aforesaid Heirs and Assigns, a certain piece of upland situated in said Chatham beginning at the Northeast corner of the land of the heirs of Stephen Ryder then running Northerly by the range of John Smith as the fence now stands to a post marked No: two in the range of the Meeting house Steple then about Northwest across the field to a small swamp then across the southwest part of the swamp to a post marked No: two in the west partition fence then Southerly as the fence stands to a post marked No. one then across the field in a Strait line to the first mentiond bound also a piece of upland & meadow lieing at a place called the Cockle Cove bounded by James Hawes on the East by the cove on the South heirs of Thatcher Ryder on the west by said Samuel Hawes on the North— also about one acre of scrub woodland situated in the town of Harwich bounded on the East by ~~Hawes~~ of Stephen Ryder on the west by heirs of Thatcher Ryder the above described premises is all that belongs to lot No. two as set off Con: in Margin

To have and to hold the afore-mentioned Premises, with all the privileges and appurtenances thereunto belonging, to the the said Samuel Hawes in his said capacity & his Heirs and Assigns forever; so that neither we the said Benjamin Buck & Samuel Ryder nor our Heirs, or any other person or persons claiming from or under us or them, or in the name, right, or stead of us or them, shall or will, by any way or means, have, claim, or demand any right or title to the aforesaid premises, or their appurtenances, or to any part or parcel thereof, forever. That we will warrant and defend the same from all encumbrances, so far as made by us but not otherwise.

In witness whereof, we the said Benjamin Buck & Samuel Ryder in our said capacity have hereunto set our hands and seals this first day of March in the year of our Lord eighteen hundred and thirty Eight

Executed and delivered in presence of us.

Joseph Atwood
Polly H Atwood

Benjamin Buck
Samuel Ryder

N B It is understood that the fence be stiffed according to the division as set fourth in the division of the Estate

Barnstable Ss.

March 1st — **A. D.** 1838. *Then personally appeared the above-named* Benjamin Buck & Samuel Ryder *and acknowledged the above Instrument to be* their *free act and deed.*

Before me,

Joseph Atwood — Justice of the Peace.

Benjamin Buck
& Samuel Ryan
To
Samuel Hawes

Expence 50 Cts

146

BARNSTABLE SS.---At a Court of Probate holden at Barnstable in said County, on the thirteenth day of February 1838. by adjournment Samuel Hawes who is Guardian of Nathaniel Ryder Sabrina Ryder David Ryder and Whitman Ryder minor Children of Josiah Ryder late of Chatham in said County, deceased having filed in the Probate office of said County his Petition to sell certain of said minors' Real Estate, which is particularly described in his said Petition,

the proceeds of such sale to be put out on interest for the benefit of said minors according to law And the said Guardian having given notice to all persons interested, pursuant to the direction of this Court, all of which appearing evident to me by due examination; therefore, ORDERED, that the said Guardian be, and hereby is, empowered to sell, and pass deeds to convey the Real Estate of said minors which is described in his petition aforesaid, and put the proceeds of such sale in some productive stock or

out on interest for the benefit of said minors according to the law in such case provided: Said Guardian first giving bond and before fixing on the time and place of sale taking the oath by law required, and posting notifications thirty days before the sale; and to account with me for the proceeds of the same.

Nymphas Marston JUDGE OF PROBATE.

Chatham December 25th 1838
Then Personally appeared the within named Guardian and made oath to dutey [illegible] in said office
Daniel [illegible] Justice of Peace

Lease

Samuel Hawes Jr

of

Nat. Rydersdal

Recorded

Know all Men by these Presents,

That I Reuben C Smith of Chatham in the county of Barnstable Master Mariner

~~in the County of~~
in consideration of of fifteen dollars paid by
Samuel Hawes of said town & county Mariner

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said
Samuel Hawes his heirs & assigns forever
a certain piece of upland & swamp situated in said Chatham Bounded as follows viz — Begining South west Corner at a Stake & Stone in the range of the heirs of Stephen Ryders land then running Easterly in said heirs range to a stake & Stones in John C Smith range then Northerly in said John C Smiths range to a Stake & Stone in Thacher Ryders heirs range then west Northerly in said Ryders range to a Stake & Stone in my range then Southerly in a Straight line to the first mentioned bound with all the fence belonging to said land & all the priveleges & appurtinances thereunto belonging

To have and to hold the above-granted Premises, with the privileges and appurtenances thereto belonging, to the said Samuel Hawes his heirs and assigns, to his or their use and behoof forever.

And I the said Reuben C Smith for myself and my heirs, executors, and administrators, do covenant with the said Samuel Hawes & his heirs and assigns, that I am lawfully seized in fee of the afore-granted premises; that they are free from all encumbrances to the said Samuel Hawes & his heirs

That I have good right to sell and convey the same to the said Samuel Hawes & heirs as aforesaid; and that I will and my heirs, executors and administrators shall **Warrant and Defend** the same to the said Samuel Hawes & heirs and assigns forever, against the lawful claims and demands of all persons.

In witness whereof, I the said Reuben C Smith & Roxana my wife

have hereunto set our hands and seals this twenty second day of February in the year of our Lord eighteen hundred and thirty nine

Executed and delivered in presence of us.

Joseph Atwood
James S Taylor Jr

Reuben C Smith
Roxana Smith

Commonwealth of Massachusetts.

Barnstable ss. Feb 22d A. D. 1839. *Then personally appeared the above-named* Reuben C Smith *and acknowledged the above Instrument to be* his *free act and deed.*

Before me,

Joseph Atwood — Justice of the Peace.

Deed

Reuben C Smith

To

Samuel Hawes

3

Extract from Correspondence of Boston Morning Post -- May 13 1839 --

A case was [illegible]

utterly false. the first thing Winslow did was to take from the files and read to Lobdell Brooks' affidavit Bapitt? ~~&~~ Brooks letter

and did not make the representations as on his own authority he was not liable, but if not, and any of the representations made to the purchaser were materially as to the value and character of the vessel, the sale was void. That if defendant relied on false misrepresentations made to him he was liable. The jury found the facts applicable to this state of the case and gave the plaintiff a verdict for the whole amount with interest $1,327.92.

[illegible]

Dated Barnstable Court House May 9 1859

The action was not ult brought by the fishing Coy to prevent the evidence of J Winslow being used. He did take from the files Mr Browns letter and read to Lobdell Browns broker who first came in - then to Bassett, who was sent to examine him. He saw the result - JW never did till after the Sale - See Lobdells deposition -

Extract from Boston Morning
Post May 13 1839. Sketch of
Trial of Case Basset vs Winslow
at Barnstable May 9 1839

Schr Faithful

Cape Cod

Copy

Wilmington

Boston March 5th 1846

Mr James [illegible]

Dear Sir

Yours from Feby 27th is at hand. I [illegible] most sincerely sympathize with you in the position in which you have got placed in the business of the "Faithful". As to Mr [illegible] though he [illegible] write I have been assured by Mr Fisher & some who were in Court during the trial that he well understood the case. The points were as I before advised you the Jury determined on the merits of the case. These they thought were that as Mr Brown's letter & the advertisement stating the age of the vessel were seen by Bassett of the firm [illegible] though you did not know it yet she could not be worth so much if 8 years as 3 & 4 so I thought at the time I proposed a reference which was not assented to, but hard as the matter is for you what can be done? In bringing the action as they did they prevented my bring an action & if I had in Barnstable County no doubt the Jury would have decided as they did. If you gain the law points then may not Bassett & Co bring an action against you in the County of Barnstable recover the money of you, having the money deposited in Eagle Bank. There is the $1500 deposited safe to them besides what more they recover for [illegible]. I understand their offer is to take $1100 & clear you from costs of Court. The balance which may remain will go to pay Mr [illegible] & others leaving perhaps something for you. No doubt you have been hardly used, the buyers throwing on you the fault of their stupid agent. We did get back the $25 as was no doubt stated in Court but then came up the real difference of age which whether intended or not the adverse party say was a legal fraud though they know that never was a fairer sale. I fear from the temper of the fishing company they will try again as before stated. I had more generally written to Mr Brown on the affairs of the "Faithful" & thought the same now proper but did not look back to see if I had also corresponded with you perhaps. I did & have forgotten it my impression was I did not but if I did you have the

letter

letters As to continuing our agency the charge of a comm.n on sale of paper by no means implies that one must always be agent in a law suit too, which has given me much trouble & must be charged you something reasonable. I would do all I could to oblige but have got too old to attend to business. If you do determine to go on with the matter then money must come.

Your Yours &c
(signed) C. Winslow

.50

Commonwealth of Massachusetts.

BARNSTABLE SS.

At a Court of Probate holden at Yarmouth *in and for said County, on the* Eleventh *day of* August *eighteen hundred and* forty

IT having been made to appear, upon the petition of Samuel Hawes who is Administrator of the estate of Stephen Ryder jr late of Chatham in said County, deceased, that the personal estate of said deceased is insufficient by the sum of one hundred & forty five dollars and seventy cents, to pay the balance of his debts not paid by a former dividend and the charges of administering said estate. And the said Administrator having, by said petition, requested that license be granted him to make sale of so much of the real estate of said deceased as will raise the sum aforesaid: And due notice having been given to all persons interested in said estate, as ordered by the Court of Probate, and no sufficient cause to the contrary being shown: Therefore, Ordered, that the said Administrator be and he is hereby licensed to make sale of so much of the real estate of said deceased as shall raise the sum last aforesaid, for the purposes aforesaid.

The said Administrator, previous to fixing on the time and place of sale, is to take and subscribe the oath required by law; to give notice of said sale by causing notifications thereof to be posted up, thirty days, at least, before the time of said sale, in some public place in the town where the said deceased last dwelt, and in two adjoining towns, and also in the town where the lands lie.

Nymphas Marston *Judge of Probate for said County.*

I Samuel Hawes of Chatham do solemnly swear that in disposing of the Real Estate lately belonging to Stephen Ryder Jr late of Chatham now deceased, which I as Administrator am licensed by the Court of Probate to sell, I will use my best skill and judgment in fixing on the time and place of sale, and that I will exert my utmost endeavors to dispose of the same in such manner as will be most for the advantage of all persons interested therein.

BARNSTABLE, SS. Chatham June 28th 1841

This certifies that Samuel Hawes above named, this day personally appeared, and made oath as above written, and subscribed the same before

Heman Ryder *Justice of the Peace.*

License to
Samuel Hawes &c
Stephen Ryder

R.

Capt Zephaniah Nickerson Sir the first Dividend of 25 Dollars per Share was Paid you on the 9 day of February 1841 2 Shares is — $50.

the Second Dividend is 12$ per Share & It was Paid the 25 day of February 1843 — to J. P. Nickerson 2 Shares is . . . 24.

the Last Dividend was $9.28 & It was Paid to J. P. Nickerson the 24 Day of January 1844 2 Shares is at 9.28 per Share 18.56

92.56

$92.56 is what you ought to have received for 2 Shares of Dividends in the Chatham Marine Insurance Company

Yours Sir Truly & with Respect

Samuel Small

Chatham April 18 1844

Capt Zephaniah Nickerson
Harwich Mass

Commonwealth of Massachusetts.

Barnstable, ss.

By the Judge of Probate for the County of Barnstable.

To Samuel Harris administrator of the estate of Stephen Ryder Junior late of Chatham in said County, Deceased,

Greeting:

WHEREAS the estate of the said Stephen Ryder Jr has heretofore been represented insolvent, and Commissioners of Insolvency ~~have been~~ appointed thereupon, who ~~have~~ made due return of their doings, to the Probate Court for said County, with a list of the claims against said estate, as allowed by them, amounting in all to eleven hundred and sixty seven dollars and nine cents on which a dividend of eighty nine cents and six mills was declared and paid on ~~the~~ dollar amounting to one thousand and forty six dollars & thirty nine cents, being the balance of sd Administrators first account

~~and thirty days have expired since the return of the Commissioners as aforesaid, and no notice has been given at the Probate Office, of appeal from their decision as to any of said claims;~~

and whereas, upon the settlement of your second account, as such administrator it appears that, after deducting all necessary and proper expenses and payments, there remains in your hands a further balance of only Thirty dollars arising from the sales of the ~~[illegible]~~ set off for the widows dower

from all which it appears that said estate is still absolutely insolvent, and will pay ~~two~~ Cents and fifty seven hundredths of a cent more upon the dollar, on the aforesaid amount of debts, and no more at present;

I do, therefore, pursuant to law, order and direct you to pay and distribute the aforesaid balance of $ 30.00, in your hands, to and among the creditors of said estate, at the rate aforesaid, in proportion to their respective allowed claims, as in the list aforesaid, an attested copy of which is hereto annexed, with the dividends to which they will, respectively, be entitled, according to this Order of Distribution.

Witness my hand and the seal of said Court, this twentieth day of April, in the year one thousand eight hundred and forty six.

Nymphas Marston } Judge of Probate.

2 Warrant of distribution
Stephen Ryder Jr's estate

R

Creditors names	Claims		2 Dividend			Receiving payment
Charles Lamb	579	95	22	61	5	Charles Lamb
do do	76	92	1	97	7	do do
Levi Eldridge		68		01	7	
Daniel Hawes	1	31		03	4	
Samuel Hawes	1	13		02	9	
Thacher Ryder	17	37		44	6	
Joshua Buck	2	80		17	2	
David Snow & Co	6	62		17		Smith Eldridge & Snow & Co
X James Howes X	113	50	2	91	7	X
Kimball Eldridge	10	72		27	6	
Sears & Snow	29	45		75	7	
J. P. Townshend	23	75		61		
Enoch Bassett	2	89		05	4	
	$1167	09	$29	97	4	
			fractions	2	6	
			$30	00		

Copy of the Commissioners Report -

Attest F. Reed Reg Probate

Copied

53

Feb 23rd 1847

Coppy of the Doings at School meeting in Chatham Dist No 1

artickel 1st chose Kimbel Eldredge Moderator
" 2nd " James Taylor Clarke
" 3rd " David Eldridge Agent the present year
" 4th voted that the Agent shall have Five Dollars for his servis
" 5th " the Summer School shall continue Six months & Winter School three months
" 6th voted the Summer School shall commence the first monday in April & Winter School first monday in December
" 7th Isaac Berse has ingaiged to furnish Wood for the School Half Dry & half Green Cut & carry in the Same at five Dollars & eighty cents pr Coard
" 8th voted that Zenas young Shall have the privilege of Sending his Children to School free of Charge the present year
" 9th James Taylor has ingaiged to Clean the School house for one Dollar & Sixty cents
" 10 voted that the Teachers Board Shall be the Same as last year

Coppy of the Doings
at School Meeting
District No 1
Feb 23rd 1847

This Indenture made on the twentieth day of April 1847 by and between James Matthews Samuel Thacher & Elisha Taylor overseers of the poor of the town of Yarmouth in the County of Barnstable on the one part & Samuel Hawes farmer of Chatham in sd County of Barnstable on the other part witnesseth that the said overseers of the poor have bound and do hereby bind Thankfull Whilden Nickerson a minor daughter of Nathan Nickerson whose lawfull residence is in Yarmouth & who is now actually chargeable to this town unto the sd Samuel Hawes as a servant to be employed in any lawfull work or labour and with him the sd Hawes to serve from the day of the date hereof until the third day of August 1860 when the sd minor will be of the age of Eighteen years during all which time the sd servant her sd master shall faithfully serve and the sd Hawes covenanteth on his behalf to teach and instruct or cause the sd servant to be taught & instructed in her calling by the best means in his power and during sd term to provide for sd servant suitable boarding lodging clothing nursing attendance and other necessaries for her comfortable support in sickness and in health and further shall cause her to be taught to read write and cipher and to this end shall allow her to attend the Town school in his district at least twelve weeks in every year during the term with suitable books and stationary together with such other instructions as is suitable to her degree and at the end of the term the sd Hawes shall deliver the sd Thank W Nickerson to the overseers of the poor of sd Yarmouth for the time being furnished with two good suits of clothes at which time these Indentures shall be cancelled In testimony whereof the parties have hereunto interchangeably set their hands and seals

Yarmouth April the 20th 1847

Elisha Taylor
James Matthews
Samuel Thacher
} overseers of the Poor of Yarmouth

Saml Hawes

Witness
Nathaniel Bagnall
Isaac Snalley

Commonwealth of Massachusetts.

[BAR]NSTABLE, SS. By the Judge of Probate for the County of Barnstable.

To Samuel Harris

of Chatham in said County:

GREETING:

WHEREAS, Ebenezer Nickerson last of Chatham in said County, has died intestate, leaving goods and estate to be administered upon; and administration thereof has been decreed to you, and you have given bond as the law directs:

Trusting, therefore, in your care and fidelity, I do hereby appoint and constitute you Administrator of said estate, and commit unto you the administration thereof;

You are to make and return, upon oath, into the Probate Court for said County, within three months from the date hereof, a true Inventory of all the real estate, and all the goods, chattels, rights and credits of said deceased, which have or shall come to your possession or knowledge;

You are to administer, according to law, all the goods, chattels, rights and credits of said deceased, and the proceeds of all his real estate that may be sold for the payment of his debts, which shall, at any time, come to your possession, or to the possession of any other person for you;

To render, upon oath, a true account of your administration, within one year from the date hereof, and at any other time or times, when required by the Judge of Probate for said County;

And pay any balance remaining in your hands, upon the settlement of your accounts to such person or persons as the said Judge of Probate shall direct;

And also to deliver this letter of administration into the Probate Court, in case any will of said deceased shall be hereafter duly approved and allowed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Court, this twenty fifth day of October in the year eighteen hundred and forty seven

Nymphas Marston } JUDGE OF PROBATE.

Countersigned,

Timothy Reed REGISTER.

Letter of Admn

to

Samuel Hawes

Est

Ebenezer Nickerson

Know all Men by these Presents, That I Bethiah Hawes of New Bedford in the County of Bristol and Commonwealth of Massachusetts Spinster

in consideration of Eighty Dollars

to me paid by Edward Hawes of Chatham in the County of Barnstable and State aforsaid Mariner

the receipt whereof I do hereby acknowledge, do hereby give, grant, sell and convey unto the said Edward Hawes his heirs and assigns forever a certain lot of land being part swamp lying situate in Chatham aforsaid and is bounded as follows viz' Beginning at a stake and stones in Samuel Hawes range thence running south westerly to a ditch in the line of Marshall Robbins land thence ~~Northerly~~ in the line of said ditch to a stake and stones thence southwesterly to Elijah Wiscon's swamp or bound - thence North westerly by said Wiscon's line and Northeasterly by Reuben Young's and David Bearse line to James Hawes bound thence running southeasterly in the line of James Hawes and Marshall Robbins out of the swamp to a stake and stones thence easterly by said swamp to a stake and stones thence easterly by James Hawes line to a stake and stones in Joseph Hawes range thence running by said swamp in the line of Joseph Hawes and Samuel Hawes to the first mentioned bound containing five acres be the same more or less

TO HAVE AND TO HOLD, the afore-granted Premises to the said Hawes his Heirs and Assigns, to his & their use and behoof forever. And I the said Bethiah Hawes for myself my Heirs, Executors, and Administrators, do covenant with the said Hawes his Heirs and Assigns, that I am lawfully seized in fee of the afore-granted Premises; that they are free from all incumbrances;

That I have good right to sell and convey the same to the said Hawes

And that I will Warrant and Defend the same premises to the said Hawes his Heirs and Assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Bethiah Hawes have hereunto set my Hand and Seal, this fourteenth day of December in the year of our Lord one thousand eight hundred and forty seven

Signed, Sealed, and delivered, in the presence of us,

Elihu Slocum
James T. Slocum

Bethiah Hawes

Bristol ss. December 14th 1847.

Then the above named Bethiah Hawes

acknowledged the foregoing instrument to be her *free act and deed—Before me,*

Elihu Slocum Justice of the Peace.

Deed
Bethia Haines
to
Edward Haines

Paid 1/54

Barnstable ss. March 11. 1862. Received
and is Recorded with the Records of
Deeds in Book 78. on Page 470.
Attest Fred'k Scudder Register.

Commonwealth of Massachusetts.

Barnstable, ss.

By the Judge of Probate for the County of Barnstable.

To Samuel Hawes administrator of the Estate of Ebenezer Nickerson late of Chatham in said County, Deceased,

Greeting:

WHEREAS the estate of the said Ebenezer Nickerson has been represented insolvent, and Commissioners of Insolvency have been appointed thereupon, who have made due return of their doings, to the Probate Court for said County, with a list of the claims against said estate, as allowed by them, which together with the claim of yourself against said Estate of $17.48 which has been allowed by the Judge of Probate, amounts to the Sum of $803.97

and thirty days have expired since the return of the Commissioners as aforesaid, and no notice has been given at the Probate Office, of appeal from their decision as to any of said claims;

and whereas, upon the settlement of your account, as such administrator it appears that, after deducting all necessary and proper expenses and payments, there remains in your hands a balance of only three hundred and twenty two dollars and forty four cents

from all which it appears that said estate is absolutely insolvent, and will pay

upon the dollar, on the aforesaid amount of debts, and no more at present; I do, therefore, pursuant to law, order and direct you to pay and distribute the aforesaid balance of $322.44, in your hands, to and among the creditors of said estate, at the rate aforesaid, in proportion to their respective allowed claims, as in the list aforesaid, an attested copy of which is hereto annexed, with the dividends to which they will, respectively, be entitled, according to this Order of Distribution.

Witness my hand and the seal of said Court, this thirtieth day of October, in the year one thousand eight hundred and forty Eight

Nymphas Marston } Judge of Probate.

Creditors names	Claims		Dividends		Received payment
Zenas Howes	776	56	311	41	
Samuel Howes	17	48	7	01	
Daniel Howes	2	43		98	Received pay D. Howes
[illegible] J. Pratt	7	50	3	01	Rec. pay [illegible] Pratt
	$803	97	$322	41	
		interest		3	
			$322	44	

Copy of the list
of the Commissioners
Attest O. Reed Reg. Probate

Names of Creditors
Thos. Nicholson Est

.58

Depon of David N. Nickerson —
before C. G. Thomas Esq Oct. 22d 1849 P.M.
(N. E. Ins. Co vs Lovell et al) —

of Chatham Barnstable Co

1. I have knowledge of Schr Renown having been stranded on Hart Island Dec 18 I saw her lying ashore there at time I think Dec

2. It was Schr Renown I think She hailed from Bost. Warren Lovell was master — She ran as packet between Bost & N.Y. Despatch line

3. I was Mate of Schr Horace. [can't say the date of night she came there I think it was 18 & 19] The night before she came there we went back by Hart I. the wind was N.E. blowing fresh we anchored under S. of the Island, where vessels gen anchor. The next morng there were 4 vessels lying ashore on N. part I. It still contind to storm with wind N.E. I was ashore along side Marietta & on bd. of her, we stayed abd most all day, towards night Capt Burrows of Marietta & another Capt went abd Horace & stayed all night. The wind contind to N.E. & storm, pretty hard that night rain & snow together

The next morng when light we saw instead of 4 vessels I think 7 ashore. We went ashore soon after sunrise & went across beach [Capt & Mate Burrows, myself & the other Capt (that staid with us night before)] from S. side to N. side of island along side of Renown. the tide was up some she lay headed off shore on rocks. The Capt crew & mate & them were abt there Capt was now vessel, all had got ashore. I waited there a while & tide ebbed some so that they cd walk abd of her & they went abd & began to pitch ashore their bed clothes & whatever they cd find abt cabin. After we had been abt there some time I asked Capt to go with me abd my vessel & get some clothes

fr he was much chilled & no house on Island ~~other~~
but he went in a Pilot Boat to N.Y. It might have
been there 9 or 10 A.M. Pretty soon after I went abd my
vessel & got my dinner. Went there again till I saw mate
crew & steward abt there. They had got mainsail unbent
ashore & had built tent. I ~~then~~ returned abd our vessel
just at night. Next morn^g got under way & came to Bost.
We passed her & she was lying there. She was not ashore
at dark on A.M. As soon as it was light I saw her ashore
We were abt 1 m. out fr S. part of Id & Id 1/2 mile wide
It might ha been 7 or 8 o'clock when we passed her

4. The 1st night 4 vessels ashore — next morn^g 8 others inclg
Rem. Manitou of Fremont line was 1 of 1st — They were
all Schrs. There were two others of any ^desp. line — There was
a new one near R. called Zachary Taylor I think lay
near R. They were all lying near each other
The wind was N.E. thick snow &c. blowing fresh fr time
we first went there till sometime in the night before
we left — fr time we 1st put back in 1st part of storm
The night R. went ashore it was a heavier storm than the
night before
5. She was lying heeled off shore, on the rocks. Saw rocks
all round her — She was in a lee shore when she went
ashore & the wind continued same that night & next day & during
next night — in morn^g we got under way. No sea when I went
there except very rain day in the rocks, tide had abbed
At high water I was not there — sh^d think sea w^d break
in before her — Saw it break over the other Schr. night

before. It was then very rough.

6 I am master mariner - have coasted abt 20 yrs between N.Y. & Bost. Since I shd think

7. I think sea wd have broke in upon her & racked her a good deal. I shd think crew cd not have remained on bd of a vessel in her situation

8. I didnt go on bd Renown. I was along side of her. I did not examine the injury that was done to her. She lay heeled off on the rocks so that I cd not see the side that was injured

9. I have known Warren abt 15 yrs - he has been packeting between N.Y. & Bost ever since I 1st knew him - I shd think he should be good master & good pilot

10. Coasters scarcely ever take a pilot till after they get within Hart Island I mean to S. of it between it & Throggs Pt. I saw the pilot bt. that Capt Lewis went in to N.Y.

11. 12 or 15 miles to N.Y. fr where Renown lay

12 Know of no means to save vessel or cargo on Island Shd think necessary to send to N.Y. for lighters

13 She was pretty near broadside to. Shd think her bows was little nearest to beach

2 Abt 15 ft fm high water

3 Dont know dist fm high to low water in the beach

4 Dont know what vessel it was I saw on a beach one

5 Did notice the others particularly

6 She lay inside of R. R's bow was very near abreast of Schr Quen[illegible]

7 The other Schr lay about upright perhaps listed a little inshore

8 Didnt blow so hard the day I 1st saw her or day before

9. I sh^d think they did not work all day
I was not there all day
10. No lighters while I was there
11. I sh^d think low tide between 8 & 9 o'clock
dont know positively

12 I sh^d think you might walk round her at low water I was not there at dead low water

13 I did not see her float at any time

14 I didnt notice her spars or rigging. Her weather guys washed up (I mean upper or inshore side). I noticed no other rigging

David N. Nickerson
Depn
N E Glass Co v Lovell et als

Cask on deck when you 1st saw her —
At high tide vessel broke over her & [illegible].
Cd see her fm where you lived?
Goods washed out of her?
Any foundation —
See anything but glass ware in there —
[illegible] cases on or off
No goods in cabin fm hold
[illegible] in [illegible] fm rolling
Phials in sq — handles to roof of windows — phials found 6 mos. after —
Heard capt say deck load lost in
" " " hold " washed out

State of hull

[illegible]

KNOW ALL MEN BY THESE PRESENTS,

THAT we Joseph Young & Samuel H Young in our own rights as well as in our rights as Executors of the last will of our Father Joseph Young and Reuben Young in his own right

In Consideration of two hundred and fifty dollars to us paid by Athens Nickerson of Chatham in the County of Barnstable

the receipt whereof we do hereby acknowledged, have remised, released, sold and conveyed, and forever quit-claimed, and do, for ourselves and our heirs, by these Presents, remise, release, sell and convey, and forever quit-claim unto the said the said Athens Nickerson and his heirs and assigns forever all the right title and interest we have in our own right and as Executors as aforesaid and to the following described real Estate that was deeded to our father by ... Nickerson haveing date Jan 29th 1840 beginning at the N East corner of the premises at the step stone ... thense southerly by the ... to the land of Franklin Nickerson then westerly by said Nickerson to the corner of the fence then southerly as the fence stands to the land occupied by Sparrow Lewis thense Westerly in said Lewis range to the road thence Northerly by the road to the land of Isaac Young thense Easterly in said Young range to the corner of the fence thense Northerly in said Young range to the pond thence Easterly by the pond and brook to the first mentioned bound and all the buildings there on standing Excepting the ... House reserving to our selves and heirs and assignes the privilege of raising the water sufficent for the factory and repairing dam and drawing wash water south of the factory reffrence to a deed haveing date 18th october 1840

To Have and to Hold the afore-mentioned premises, with all the privileges and appurtenances thereunto belonging, to him the said Athens Nickerson and his heirs and assigns forever; so that neither we the said Joseph Samuel and Reuben Young nor our heirs, or any other person or persons claiming from or under our of them, or in the name, right or stead of our or them, shall or will, by any way or means, have, claim, or demand any right or title to the aforesaid Premises, or their appurtenances, or to any part or parcel thereof, forever. and our wifes relinquishing thee right of dower

In Witness whereof, we the said Joseph Samuel H & Reuben Young

have hereunto set our hand and seal this sixteenth day of April in the year of our Lord one thousand eight hundred and ~~forty~~ fifty

Signed, sealed and delivered in presence of ~~us~~,

Nathl Snow
Julia Young
Mary Young

Joseph Young
Bethiah Young
Samuel H Young
Thankful B Young
Reuben Young
Betsy Young

Barnstable, SS. April 16th 1850

Then the abovenamed Joseph Young Reuben Young Samuel H Young acknowledged the above instrument to be their free act and deed.

Before me. Nathl Snow *Justice of the Peace.*

Quit Claim Deed
from Joseph Young
and others to
[illegible]
Paid 2/-

Barnstable ss. April 22^d. 1850. Received and
is recorded with the record of Deeds for
the County of Barnstable, Book 39th
page 461st.

Attest. Lothrop Davis. Register.

KNOW ALL MEN BY THESE PRESENTS,

THAT I Atkins Dickerson of Chatham County of Barnstable State of Massachusetts yeoman

IN CONSIDERATION OF three hundred & fifty dollars

paid by Atkins Dickerson Jr of Dennis in said State

the receipt whereof is hereby acknowledged, **DO HEREBY** give, grant, bargain, sell and convey unto the said Atkins Dickerson Jr all my real estate in said Chatham consisting of a dwelling house barn out buildings & about fourteen acres of land under and about the same together with two lots of wood land being in Harwich one lot of wood land bounded as follows beginning at the Northwest corner at a stake & stones running Easterly by the [illegible] to the range of the [illegible] of Nathan Bassett [illegible] thence Southerly to the range of James [illegible] thence Westerly to the [illegible] thence Northerly by the said ditch to the first named bound and all the other property refer to the original deeds for metes and bounds

TO HAVE AND TO HOLD the above granted premises, with the privileges and appurtenances thereto belonging, to the said Atkins Dickerson Jr his heirs and assigns, to his use and behoof forever.

And I the said Atkins Dickerson for my self and my heirs, executors and administrators, do covenant with the said Atkins Dickerson Jr his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances

That I have good right to sell and convey the same to the said Atkins Dickerson Jr as aforesaid; and that I will and my heirs, executors and administrators, shall **WARRANT AND DEFEND** the same to the said Atkins Dickerson Jr his heirs and assigns forever, against the lawful claims and demands of all persons.

In witness whereof, I the said Atkins Dickerson

have hereunto set my hand and seal this eighteenth day of April in the year of our Lord eighteen hundred and ~~forty~~ fifty

Executed and delivered in presence of us,

Ephraim Taylor
Henry A Eldredge

Atkins Dickerson

COMMONWEALTH OF MASSACHUSETTS.

Barnstable ss April [illegible] A. D. 1850. Then personally appeared the abovenamed Atkins Dickerson and acknowledged the above instrument to be his free act and deed,

Before me.

Ephraim Taylor — *Justice of the Peace.*

deed
Atkins Nickerson
to
Atkins Nickerson Jr

Paid 2/-

Barnstable ss. April 22d 1850, Received and is recorded with the records of Deeds for the County of Barnstable, Book 48 page 31st —
Attest, Lothrop Davis, Register

KNOW ALL MEN BY THESE PRESENTS,

THAT I Joseph Hames of Chatham County of Barnstable mariner

In Consideration of Seventy Five Dollars to me paid by Seanus Hames of Chatham County of Barnstable

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Seanus Hames and his heirs and assigns forever A Certin piece of Peat or mud Swamp in Chatham Bounded and described as Follows viz Begining at the South west Corner of the premesis at a Stake and Stone in the range of Samuel & Samuel Ryders thence northerly in the range of James Hames to a Stake and Stone in the range of Edmond Young thence Easterly in said Young range to a Stake & Stone in Samuel Hames range thence Southerly in Samuel Hames range to a Stake & Stone to Samuel Ryder & Samuel Jr rang thence westerly in Samuel & Samuel Ryders range to the First mentioned Bound

TO HAVE AND TO HOLD the above granted premises, with the privileges and appurtenances thereto belonging, to the said Seanus Hames and his heirs and assigns, to his and their use and behoof forever.

And I the said Joseph Hames for my selph and my heirs, executors and administrators, do covenant with the said Seanus Hames and his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances. That I have good right to sell and convey the same to the said Seanus Hames as aforesaid; and that I will and my heirs, executors and administrators, shall **Warrant and Defend** the same to the said Seanus Hames and his heirs and assigns forever, against the lawful claims and demands of all persons.

In witness whereof, I the said Joseph Hames and my wife Susannah relinquishing her right in the above described

have hereunto set my hands and seals this Twenty Sixth day of May in the year of our Lord eighteen hundred and fifty three

Executed and delivered in presence of us

Warren Rogers

[illegible]

Joseph Hames

Susan Hames

Commonwealth of Massachusetts.

Barnstable ss A.D. 1853. Then personally appeared the abovenamed Chatham May 26 Joseph Hames

and acknowledged the above instrument to be his free act and deed.

Before me, Warren Rogers *Justice of the Peace.*

53
07
53
01
54

Deed From
Joseph Howe
to
Adams Howes.

Sold

Sold by C. K. DARLING Stationer, 29 State Street, Boston.

[WARRANTY DEED.]

162

Know all Men by these Presents,

That I John Hawes of Chatham in the County of Barnstable

IN CONSIDERATION OF twenty Dollars to me paid by Isaiah Hawes of Chatham in the County of Barnstable

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Isaiah Hawes and his heirs and assigns forever A Certain peice of Land in Chatham Bounded as Follows, at a Stake & Stone near the Swamp thence Easterly in Isaiah Hawes range Eleven rods to John Hawes range thence Southerly Six rods to a Stake in the range of Samuel Hawes land thence westerly Eleven rods to a Swamp or a Stake By the Swamp thence northerly By Said Swamp to the First mentioned Bound

To have and to Hold the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Isaiah Hawes and his Heirs and Assigns, to his their use and behoof forever. And I the said John Hawes for my Self and my Heirs, Executors, and Administrators, do covenant with the said Isaiah Hawes and his Heirs and Assigns, that I am lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances

that I have good right to sell and convey the same to the said Isaiah Hawes

and his Heirs and Assigns forever as aforesaid; and that I will and my Heirs, Executors and Administrators shall WARRANT AND DEFEND the same to the said Isaiah Hawes and his Heirs and Assigns forever, against the lawful claims and demands all persons.

In Witness Whereof, I the said John Hawes

have hereunto set my hand and seal this Fifteenth day of December in the year of our Lord eighteen hundred and Fifty Six

Signed, sealed, and delivered in presence of

Warren Rogers

John Hawes

Eliza A. Hawes

Commonwealth of Massachusetts.

Barnstable ss. December 15 1856.

Then personally appeared the above named John Hawes and acknowledged the above instrument to be his free act and deed; before me,

Warren Rogers

JUSTICE OF THE PEACE.

Paid. 45

Vol. 2(?)

Deed From
John Howes
to
Thomas Howes

Barnstable ss. Received March 26. 1868. and is Recorded with the Record of Deeds in Book 96. on Page 152.
Attest Fred'k. Scudder Register.

Sold by Brown, Taggard & Chase, 25 & 29 Cornhill, Boston.

[WARRANTY DEED.]

163

Know all Men by these Presents,

That I Nehemiah Doane of Chatham in the County of Barnstable and State of Mass.

In Consideration of one Hundred Dollars to me paid by Johnathan C Small of Chatham in the County & State aforesaid the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Johnathan C Small and his heirs and assigns forever a Certain Peice of land & Swamp situated in Chatham bounded and Descrited as Follows viz Begining at the South west Corner of the premesis by the County road thence north Easterly by the County road to the north Corner in the range of my other land thence westerly as the Fence now Stands to Ruben Doanes range thence South Easterly in Ruben Doanes rang to the First mentioned bound Containing one acre be the Same more or Less.

To have and to hold the above-granted Premises, with the privileges and appurtenances thereto belonging, to the said Johnathan C Small & his Heirs and Assigns, to his their use and behoof forever.
And I the said Nehemiah Doane for myself and my Heirs, Executors and Administrators, do covenant with the said Johnathan C Small & his Heirs and Assigns, that I am lawfully seized in fee of the afore-granted Premises; that they are free from all incumbrances

That I have good right to sell and convey the same to the said Johnathan C Small as aforesaid; and that I will, and my Heirs, Executors and Administrators shall Warrant and Defend the same to the said Johnathan C Small & his Heirs and Assigns forever, against the lawful claims and demands of all persons.

In Witness whereof, I the said Nehemiah Doane and my wife Betsey Doane

who joins in this conveyance for the purpose of releasing all right under any Homestead Exemption Act of this Commonwealth, as well as in token of her release of all right or claim of or to dower in the afore-granted premises, have hereunto set my hand and seal this twenty Sixth. day of May in the year of our Lord one thousand eight hundred and Sixty

Signed, Sealed, and delivered in presence of

Warren Rogers.

Cyrenus H Goodspeed

Nehemiah Doane

Betsey Doane

Barnstable ss. May 26. 1860

Then personally appeared the above named Nehemiah Doane and acknowledged the above instrument by him executed, to be his free act and deed; before me,

Warren Rogers Justice of the Peace.

Barnstable ss. December 30th 1864. Received and is Recorded with the Record of Deeds in Book 86. on Page 245.

Attest Fred'k Scudder Register.

[illegible]

Nehemiah Crowell

to

John F. Small

54

COMMONWEALTH OF MASSACHUSETTS.

BARNSTABLE, SS.

PROBATE COURT.

To Edward Hawes of Chatham
in the County *and Commonwealth aforesaid,*

GREETING.

TRUSTING in your care and fidelity, I, JOSEPH M. DAY, Esquire, Judge of the Probate Court in and for said County of Barnstable, by virtue of the power and authority vested in me, do hereby ordain, constitute, and appoint you to be administrator of the estate of Samuel Hawes late of Chatham in said County of Barnstable, deceased, intestate;

And you are ordered to make and return into said Probate Court, within three months from the date hereof, a true inventory of all the real estate and all the goods, chattels, rights, and credits of said deceased, which have or shall come to your possession or knowledge;

To administer according to law all the goods, chattels, rights, and credits of said deceased, and the proceeds of all his real estate that may be sold for the payment of his debts, which shall at any time come to your possession, or that of any other person for you;

To render upon oath a true account of your administration within one year from the date hereof, and at any other times when required by said Court;

To pay any balance remaining in your hands upon the settlement of your accounts to such persons as said Court shall direct;

To deliver these letters of administration into said Court, in case any will of said deceased shall be hereafter duly proved and allowed;

And also, within three months, to cause notice of your appointment to be posted in two or more public places in the city or town in which said deceased last dwelt, ~~and cause the same to be published three weeks successively in the~~ ~~a newspaper printed at~~ and within one year return your affidavit of having given such notice, with a copy thereof, to the Probate Office.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of said Court to be affixed, at Barnstable this Eleventh day of February in the year of our Lord one thousand eight hundred and sixty-two

J M Day *Judge of Probate Court.*

Countersigned,

J. Higgins *Register.*

Edward Hawes

Administrator's Letter.

Rec. Vol. 100

Page 67

Sold by C. K. DARLING, Stationer, No. 15 Exchange St., Boston.

(QUIT-CLAIM DEED.)

Know all Men by these Presents,

That I Ruben Doane of Chatham County of Barnstable and State of Massachusetts

IN CONSIDERATION of one Dollars to me paid by the heirs of Samuel Hawes Deceased viz Edward & Jeanus Hawes Samuel Hawes jr and the remainders of sd Deceased heirs the receipt whereof is hereby acknowledged, do hereby Convey remise, release, and forever QUIT-CLAIM, unto the said Edward Jeanus and others and their heirs and assigns forever all my right and Interest in the following described Wood & Land in Harwich Bounded as Follows viz Begining at the north East corner of the premeses at a Stake and Stone thence Southerly in range of Land of Jeanus Hawes Broduck Allen and Edward Hawes to Seth Eldridge Land to a Stake & Stone Sixty Four rods thence westerly twelve rods in sd Eldridge range to James Hawes heirs range to a Stake & Stone thence northerly in sd Hawes & David Barnett & Whitmon Barnett range and Jeanus & Edward & Ruben Doane Land to a Stake & Stone Sixty Eight rods thence to the First mentioned bound twelve rods also one piece of wood & Land on the South by David & Whitmon heirs on the west by Henry Eldridge on the north by Ruben Doane on the East Jeanus Hawes & Broduck Allen

To Have and to Hold the above released premises, with all the priveleges and appurtenances to the same belonging, to the said Samuel Hawes heirs Heirs and Assigns, to their use and behoof forever. And I the said Ruben Doane for myself and my Heirs, Executors, and Administrators, do covenant with the said Edward and others & their Heirs and assigns, that the premises are free from all incumbrances made or suffered by me this conveyance is considered a permanent Division and a true acquiatal to sd described wood & land

and that I will and my Heirs, Executors, and Administrators shall Warrant and Defend the same to the said Edward & others Heirs and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under but against none other

In Witness whereof, I the said Ruben Doane have hereunto set my hand and seal this Second day of March in the year of our Lord one thousand eight hundred and Sixty three

Signed, sealed, and delivered in presence of

Warren Rogers

Ruben Doane

Barnstable ss. March 2 1863

Then personally appeared the above named Ruben Doane and acknowledged the above instrument to be his free act and deed; before me,

Warren Rogers

JUSTICE OF THE PEACE.

Deed From
Ruben Lance
To
the heirs of
Samuel Hanes
Deceased

Old deed
has been
Sold

BILL OF SALE OF ENROLLED VESSEL.
C. K. Darling, Stationer, 15 Exchange St., Boston.

To all to whom these Presents shall come,

GREETING:

Know Ye, That I Levi Eldridge of Chatham County of Barnstable State of Massachusetts Owner of ($\frac{1}{32}$) one thirty second part of Schr Dexter

of the —— or vessel, called the —— of Chatham

of the burthen of tons $_{100}$, or thereabouts, for and in consideration of the sum of Fifty Dollars

lawful money of the United States of America, to me in hand paid before the sealing and delivery of these Presents, by Daniel Harding of Chatham County and State aforesaid

the receipt whereof I do hereby acknowledge, and am therewith fully satisfied, contented and paid; have bargained and sold, and by these presents do bargain and sell unto the said Daniel Harding his

Executors, Administrators, and Assigns, one thirty second part of the said Schr —— or vessel, together with one thirty second the mast , bowsprit, sails, boat , anchors, cables, and all other necessaries thereunto belonging; the certificate of the Enrolment of which said Schooner or vessel is as follows, to wit: —

ENROLMENT.—In conformity to an Act of the Congress of the United States of America, entitled "An Act for Enrolling and Licensing Ships or Vessels to be employed in the Coasting Trade and Fisheries, and for regulating the same," approved Feb. 18, 1793, and of "An Act to regulate the Admeasurement of Tonnage of Ships and Vessels," approved May 6, 1864.

of

in the State of having taken or subscribed the oath

No.

required by the said Acts, and having sworn that he

citizen of the United States, and sole owner of the ship or vessel called the

SEAL.

of whereof

is at present Master, and, as he hath sworn, is a citizen of the United States; and that the said ship or vessel was built at

Signed,

Collector.

And

having certified that the said ship or vessel has deck and masts; and that

	Feet.	Tenths.		Tons.	100
her length is			Under tonnage deck . . .		
her breadth			Between decks above ditto .		
her depth			Enclosures on upper deck .		
her height					

Signed,

and that she measures tons $\frac{}{100}$; that she is a has a stern, no galleries, and a head: And the said having

Naval Officer.

agreed to the description and admeasurement above specified: and sufficient security having been given according to the said Acts, the said has been duly Enrolled at the Port of

SEAL.

GIVEN under hand and seal at the Port of

this day of in the year one thousand

eight hundred and

To Have and to Hold the said One thirty second part of said ship [illegible] and appurtenances thereunto belonging, unto him the said Daniel Harding his Executors, Administrators, and Assigns, to the sole and only proper use, benefit, and behoof of him the said Daniel Harding his Executors, Administrators, and Assigns, forever: And I the said Levi Eldridge have, and by these Presents do promise, covenant, and agree, for myself my Heirs, Executors, and Administrators, to and with the said Daniel Harding his Heirs, Executors, Administrators and Assigns, to warrant and defend the One thirty second part of said ship [illegible] and all the other before-mentioned appurtenances, against all and every person and persons whomsoever.

In Testimony Whereof, I the said Levi Eldridge have hereunto set my hand and seal this fourth day of March in the year of our Lord one thousand eight hundred and seventy- [illegible]

Signed, sealed and delivered in the presence of

Isaac B. Young

Levi Eldridge

BILL OF SALE.

[illegible]

to

[illegible]

from

Levi Eldridge

Custom House, ...	187
Received for record, ... h. .... m.	M.
Recorded, book .... page	
.... Register of Sales and Transfers.	

State of *Massachusetts* County of *Barnstable*

Be it Known, That on the *fourth* day of *March* 187*6*, personally appeared *Levi Eldridge*

and acknowledged, before me, the within instrument to be *his* free act and deed.

In Testimony whereof, *I have hereunto set my hand and seal of office,* this *fourth* day of *March* 187*6*

Isaac B. Young
Justice of the Peace

Sold by C. K. DARLING, Law Stationer, 15 Exchange Street, Boston.

Know all men by these presents

That I Mercie C Howes of Chatham County of Barnstable State of Massachusetts

IN CONSIDERATION OF Eight Dollars

paid by Alonzo E Bassett of said town County and State.

the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL, *and* CONVEY *unto the said* Alonzo E Bassett a certain piece of land situated in said town of Chatham.

Bounded and described as follows. Begining at the South west corner of said land at a stake and stone by the road, in the range of Seth Nickersons land thence Easterly by said Nickersons range to a big rock on the shore thence into the cove; thence Northerly by the cove forty two paces to the land of Freeman Smith thence Westerly by said Smiths range to the road; thence Southerly by the road to the first mention bound containing one acre be there more or less

TO HAVE AND TO HOLD the above-granted premises, with all the privileges and appurtenances to the same belonging, to the said Alonzo E Bassett heirs and assigns, to their own use and behoof forever.

And I the said grantor for myself and my heirs, executors, and administrators, do covenant with the said grantee and his heirs and assigns, that I am lawfully seized in fee simple of the afore-granted premises; that they are free from all incumbrances

that I have good right to sell and convey the same to the said grantee and his heirs and assigns forever, as aforesaid; and that I will and my heirs executors, and administrators shall WARRANT AND DEFEND the same to the said grantee and his heirs and assigns forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Mercie A Howes and Horatio Howes her husband

in token of our release of all right and title of or to both dower and homestead in the granted premises, have hereunto set our hands and seals this Second day of October in the year of our Lord one thousand eight hundred and Seventy six

Signed, sealed and delivered, in presence of

Warren Rogers

Mercie A. Howes [seal]
Horatio Howes [seal]

Commonwealth of Massachusetts.

Barnstable ss. Oct 2 1876

Then personally appeared the above-named Mercie A Howes & Horatio Howes and acknowledged the above instrument to be their free act and deed; before me,

Warren Rogers
Justice of the Peace.

Barnstable Sept 11 187[illegible]
at [illegible]
Received and entered with Barnstable Records [illegible]

Deeds, Lib. [illegible] Fol. [illegible]

Attest [illegible] Register

Warranty Deed.

Estate ....

From Mercie A Howes

To Alonzo E Bassett

Dated October 2d 1876

Sep 11 7 – 15 A. M.

[illegible] [illegible]

1 6

5 8

.68

Sold by C. K. DARLING, Law Stationer, 15 Exchange Street, Boston.

WARRANTY DEED.

Know all Men by these Presents,

That I Mercie A Howes of Chatham County of Barnstable State of Massachusetts

IN CONSIDERATION OF Eight Dollars paid by Isaiah W. Bassett of said town County

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Isaiah W. Bassett a certain piece of land situated in said Chatham bounded and described as follows. Begining at the South West corner of said land at a stake and by the road in the range of Seth Nickersons range thence Easterly by said Nickersons range to a big rock on the shore thence into the cove thence Northerly by the cove forty two paces to the land of Freeman Smith thence Westerly by said Smiths range to the road thence Southerly by the road to the first mention bound containing one acre be there more or less

TO HAVE AND TO HOLD the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Isaiah W. Bassett Heirs and Assigns, to their use and behoof forever.

AND I the said Mercie A Howes for myself and my Heirs, Executors and Administrators, do covenant with the said Isaiah W. Bassett his Heirs and Assigns, that I am lawfully seized in fee simple of the aforegranted premises; that they are free from all incumbrances,

that I have good right to sell and convey the same to the said Isaiah W. Bassett his Heirs and Assigns forever as aforesaid; and that I will and my Heirs, Executors and Administrators shall WARRANT AND DEFEND the same to the said Isaiah W. Bassett his Heirs and Assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I the said Mercie A Howes and Horatio Howes her husband

in token of our release of all right and title of or to both dower and homestead in the granted premises, have hereunto set our hand and seal this Second day of October in the year of our Lord eighteen hundred and Seventy Six

Signed, sealed and delivered, in presence of

Isaac B Young

Mercie A. Howes

Horatio Howes

Barnstable SS. October 3d 1876

Then personally appeared the above-named Mercie A Howes & Horatio Howes and acknowledged the above instrument to be their free act and deed; before me,

Isaac B Young

Justice of the Peace.

18

Received and entered with

Deeds, Lib. Fol

Warranty Deed.

Estate..

From Mercie A Howes

To Isaiah W Barrett

Dated Oct 2d 1874

South Chatham Cemetery Corporation.

Lot No. 15 — Commonwealth of Massachusetts. — Certificate No. 16

Be it known, That John F. Small

of Boston in consideration of Ten Dollars

is Proprietor of Lot Numbered fifteen in

SOUTH CHATHAM CEMETERY CORPORATION,

not transferable, and is recorded on the Books of the Corporation.

South Chatham, Mass., Aug 25th 1872

Joseph Nickerson SUPERINTENDENT.

Countersigned, Geo. A. Besse CLERK.

A. P. GOSS, PR.

.69

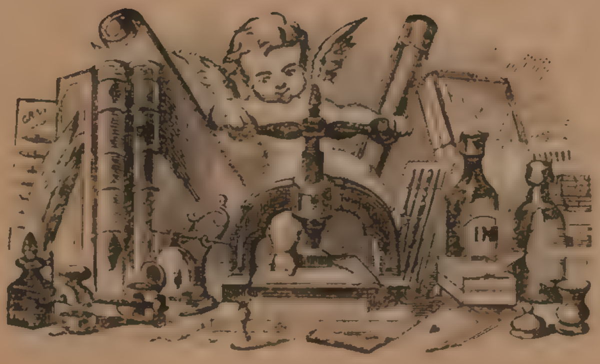
Organized 1862. Incorporated 1877.

BY-LAWS

OF

SOUTH CHATHAM

CEMETERY.



HARWICH:
ALTON P. GOSS, PRINTER, PUBLISHER AND STATIONER.
1877.

Organized 1862. Incorporated 1877.

BY-LAWS

—OF—

SOUTH CHATHAM

CEMETERY.

HARWICH:

ALTON P. GOSS, PRINTER, PUBLISHER AND STATIONER,

1877.

BY-LAWS

OF THE

SOUTH CHATHAM CEMETERY CORPORATION.

ORGANIZED 1862. INCORPORATED 1877.

NAME.

ART. I. This organization shall be known as the South Chatham Cemetery Corporation.

OFFICERS.

ART. II. This corporation shall be managed by the following named officers: Superintendent, Clerk and Treasurer, all of which shall act *ex-officio* with three others, who shall constitute a Board of Directors, to be elected annually by ballot, and serve until others are chosen and qualified.

ART. III. A Sexton may be appointed by the Directors of this Corporation annually.

ART. IV. The Superintendent, Clerk, Treasurer and Senior Director, shall constitute a Board of Trustees, unless chosen at the annual meeting.

PRIVILEGES OF MEMBERS.

ART. V. Each proprietor may enclose his or her lot by erecting a fence within its limits; said lot shall not be used for any purpose other than as a place for the burial of the dead, the erection of suitable Stones, Monuments, Cenotaphs and Sepulchres, and setting of Trees, Plants and Shrubs.

RESTRICTIONS AND REGULATIONS.

ART. VI. If any Trees or Shrubs shall by their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or inconvenient to passengers, it shall be the duty of the Directors to remove such Trees or Shrubs or such parts thereof as are detrimental or inconvenient.

ART. VII. No person shall take from any road, avenue or other part of the Cemetery, anything growing thereon, without permission from the Superintendent.

DUTIES OF SUPERINTENDENT.

ART. VIII. It shall be the duty of the Superintendent to have the fences kept in good repair; the front fence painted once in two years; the other fence white-washed once in two years.

ART IX. A lot for the use of those who are unable to purchase, shall be reserved for their use, and place assigned them by the Superintendent. Each applicant shall place a slab at the head of such grave, bearing name and date of burial, and leave a record of the same with the Clerk, to be recorded in a book kept for the purpose.

ART. X. All persons now owning lots, shall have them worked satisfactory to the Superintendent and Directors, within nine months from the organization of this Corporation.

ART. XI. The Superintendent may cause all lots to be worked at the expense of the owner of said lots after five months from the date of sale, should the conditions of the xth article not be complied with.

DUTY OF DIRECTORS.

ART. XII. It shall be the duty of the Directors, after giving ten days notice to the owner thereof, to cut down edges and put in good repair all lots worked over the line, at the expense of said owner.

FINANCES.

ART. XIII. All surplus monies arising from the sale of lots shall be held at interest as a reserve fund, to be expended only for the improvement of this Cemetery.

ART. XIV. All money in the hands of the Treasurer, when it shall amount to twenty dollars, shall be deposited in the Cape Cod Five Cents Savings Bank in the name of the So. Chatham Cemetery Corporation.

ART. XV. All demands for money from any deposit shall be through the Treasurer of this Corporation by vote of the Trustees.

ART. XVI. The Treasurer may borrow money and give his note in behalf of this corporation, when approved by a majority of the Trustees and Directors.

CERTIFICATES.

ART. XVII. No certificate for lot shall be given until the lot is paid for.

ART. XVIII. Certificates for lots shall be signed by the Superintendent and countersigned by the Clerk, bearing seal of Corporation.

ART. XIX. All proprietors will be furnished with a copy of the By-laws of this Corporation.

CONFORMITY TO GENERAL STATUTES.

ART. XX. Lots in this Cemetery shall be held subject to the provisions contained in the general Statutes of Massachusetts concerning Cemeteries.

RECORDS.

ART. XXI. Prior to the adjournment of any meeting of this Corporation the records of such meeting shall be read and approved.

CALLING OF MEETINGS.

ART. XXII. All meetings shall be called by the Clerk posting notices in two public places, fourteen days previous to the holding of such meeting. The meetings shall be held annually, in the month of March, and five proprietors shall constitute a quorum.

AMENDMENTS OF BY-LAWS.

ART. XXIII. These By-laws may be altered or amended at any annual meeting by a vote of two-thirds of the proprietors present, notice of such alteration or amendment having been given in the call for the meeting.

STEPHEN EMERY, Superintendent.
LEVI ELDRIDGE, Clerk and Treasurer.
JOSHUA ELDRIDGE,
JOS. NICKERSON, } Directors.
GEO. N. BEARSE,

DOANE & CROWELL,

Ship Brokers,

No. 105 Commercial Street, Boston.

THIS CHARTER PARTY, made and concluded upon in the City of Boston, the 8th day of May in the year of our Lord, one thousand eight hundred and seventy-nine between

Capt. Danl Harding Master and Agent of the Sch Planter of Chatham of the burthen of 75 tons, or thereabouts, register measurement, now lying in the harbor of Boston of the first part. And Mess. H. H. Sears & Co. of East Dennis Mass.

of the second part, WITNESSETH, that the said party of the first part, agrees on the freighting and chartering of the whole of said vessel, (with the exception of the cabin, and necessary room for the crew and stowage of provisions, sails and cables,) or sufficient room for the cargo hereinafter mentioned, unto said party of the second part, for a voyage from

New York to East Dennis Mass.

on the terms following: The said vessel shall be tight, staunch, strong, and every way fitted for such a voyage, and receive on board during the aforesaid voyage the merchandise hereinafter mentioned; and no goods or merchandise shall be laden on board otherwise than from the said party of the second part, or their Agent. The said party of the second part doth engage to provide and furnish to the said vessel

at New York a full and complete cargo of Coal

and pay to said party of the first part, or agent, for the use of said vessel during the voyage aforesaid, $1.50) One Dollar and fifty cents per ton of 2240 lbs. Delivered, and ~~per ton per Bridge, for every Bridge passed through to Place of discharge~~. discharged free of expense to vessel

It is agreed that the lay days for loading and discharging shall be as follows, commencing from the time the Captain reports himself ready to receive or discharge cargo: 2½ *days for Loading, Sundays excepted, and to be discharged as per terms, Bill Lading of Vessel, Owners' and Captains' Association of Pennsylvania, New Jersey and Delaware.*

And that for each and every day's detention by default of said party of the second part, or agent, *eight cents per ton, of coal carried* per day, day by day, shall be paid by said party of the second part, or agent to said party of the first part or agent.

The cargo or cargoes to be received and delivered as customary

Where there is 8 feet of water guaranteed

A Commission of 2½ per cent. on gross amount of this charter, and any renewal of the same, including demurrage, payable by the vessel and due DOANE & CROWELL, upon signing thereof, vessel lost or not lost.

It is also agreed and understood

That vessel has privilege of taking cargo from [illegible] to Bridgeport Conn before entering on this Charter

To the true and faithful performance of all and every of the foregoing agreement, we, the said parties, do hereby bind ourselves, our heirs, executioners, administrators, and assigns, each to the other in the penal sum of estimated amount of freight.

IN WHITNESS WHEREOF, we hereunto set our hands the day and year first above written.

Signed in the presence of

(Signed) J. H. Doane

Signed) Daniel Harding

H. H. Sears & Co

By Doane & Crowell

Call on Frederick A. Potts, 110 Broadway New York City for cargo

A True Copy of the Original Charter Party is on file in our Office.

Doane & Crowell per J. H. Doane

#70

Know all men by these presents

THAT I George W Sparrow of Chatham in the County of Barnstable and State of Massachusetts

IN CONSIDERATION OF Three Dollars to me

paid by Josiah W Barnett of Chatham in the County and State aforesaid

the receipt whereof is hereby acknowledged, do hereby Sell Convey remise, release, and forever QUIT-CLAIM unto the said Josiah W Barnett and his heirs and assigns

A Certin peice of Land in So Chatham and is bounded and Described as Followes viz Commencing at the Corner of Harmony avanue So Called and the Town road Leading to the Shore Near the Land of the Heirs of Freeman Smith Northerly to Land of Smiths Heirs Forty Four feet to a bound then Easterly to a Stake on the Shore then Southerly Forty Four feet to a bound thence westerly by Harmony avenue to the first mentioned bound with all the Privileges Belonging to the Same

I Convey all the right and tittle and Intrest in the Deed to me by Josiah W Barnett, Dated March 11 1879 Recorded June 28 1879 Lib 132 Fol 482

To have and to hold *the above-granted premises, with all the privileges and appurtenances to the same belonging, to the said* Josiah W Barrett *heirs and assigns to their own use and behoof forever.*

And I *the said grantor for* myself *and* my *heirs, executors, and administrators, do covenant with the said grantee and* his *heirs and assigns, that the premises are free from all incumbrances made or suffered by* me

and that I *will and* my *heirs, executors, and administrators shall* **warrant and defend** *the same to the said grantee and* his *heirs and assigns, forever against the lawful claims and demands of all persons claiming by, through or under* me *but against none other.*

~~*And for the consideration aforesaid*~~

~~*do hereby release unto the said grantee and heirs and assigns all right of or to both* **dower** *and* **homestead** *in the granted premises.*~~

In witness whereof I *the said* George W Sparrow *hereunto set* my *hand and seal* *this* Fourteenth *day of* February *in the year one thousand eight hundred and eighty* Seven

Signed and sealed in presence of

Warren Rogers } George W. Sparrow

Commonwealth of Massachusetts.

Barnstable *ss.* February 14 1887 *Then personally appeared the above named* George W Sparrow *and acknowledged the foregoing instrument to be* his *free act and deed, before me,—*

Warren Rogers Notary Public
~~*Justice of the Peace.*~~

188 , at o'clock and minutes,

M. Received and entered with Deeds, libro

folio

Attest:

Register.

Quit-Claim Deed.

Estate

From George W Sparrow

To Josiah W Barrett

Dated Feb 14 1887

From the office of

Sold by
CHARLES K. DARLING & CO., Law Stationers,
15 Exchange Street, Boston.

Know all men by these presents

That J Alonzo E Barnett of Chatham in the County of Barnstable

IN CONSIDERATION OF Eight Dollars to me

paid by Isaiah W Barnett of Chatham County of Barnstable

the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL, and CONVEY unto the said Isaiah W Barnett and his Heirs a Certain peice of Land Situated in Chatham

And is bounded as Followes viz Begining the South west Corner of Said Land at a Stake and Stone by the road in the range of Seth Nickerson Land Thence Easterly by Sd Nickerson range to a Bige Rock on the Shore thence into the Cove thence northerly by the Cove about Forty two paces to the Land of Freeman Smiths Heirs thence westerly by Sd Smiths range to the road thence Southerly by the road to the first mentioned bound Containing one acre more or Less

To have and to hold *the granted premises, with all the privileges and appurtenances thereto belonging, to the said* Josiah W. Barrett *and* his *heirs and assigns, to their own use and behoof forever.*

And I *do hereby, for* myself *and* my *heirs, executors and administrators, covenant with the said grantee and* his *heirs and assigns that* am *lawfully seized in fee-simple of the granted premises, that they are free from all incumbrances*

that I *have good right to sell and convey the same as aforesaid; and that* I *will and* my *heirs, executors, and administrators shall* **warrant and defend** *the same to the said grantee and* his *heirs and assigns forever against the lawful claims and demands of all persons*

~~*And for the consideration aforesaid*~~

~~*do hereby release unto the said grantee and heirs and assigns, all right of or to both* **dower** *and* **homestead** *in the granted premises.*~~

In witness whereof I *the said* Alonzo E. Barrett

hereunto set my *hand and seal this* Second *day of* March *in the year one thousand eight hundred and eighty* Seven

Signed and sealed in presence of

Warren Rogers — Alonzo E. Barrett [seal]

Commonwealth of Massachusetts.

Barnstable *ss.* March 2 — *188*7 *Then personally appeared the above named* Alonzo E. Barrett *and acknowledged the foregoing instrument to be* his *free act and deed, before me,–*

Warren Rogers Notary Public
~~*Justice of the Peace.*~~

[illegible] *188*[illegible]*, at* [illegible] *o'clock and* *minutes,* [illegible] *M. Received and entered with* [illegible] *Deeds, libro* [illegible] *folio* [illegible]

Attest: [illegible]

Register.

2

Warranty Deed.

Estate

From Alonzo E Bassett

To J W Bassett

Dated Feb March 2 1887

Recording	60 cts
1 Deed	60
1 Deed	60
	180

Sold by
CHARLES K. DARLING & CO., Law Stationers,
15 Exchange Street, Boston.

Copied.

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COMMANDER ALLAN STUART, (M. C.)

CHATHAM, CAPE COD, MASS.

September 12. 1939—

Sir:

The undersigned was born at Barnwell, South Carolina, during the war between the States. - When three weeks old he was taken to Camden. South Carolina. in order to get away from Shermans Army - He was removed by his parents, Captain and Mrs H. M. Stuart to Beaufort. South Carolina the home town of the family in 1865. In Beaufort - Births. deaths and marriages - are recorded in the Parish Church - and as the undersigned was absent at the time of his birth no record was ever made.

Yours faithfully
Allan Stuart

To the Chairman
Board of Assessors

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